



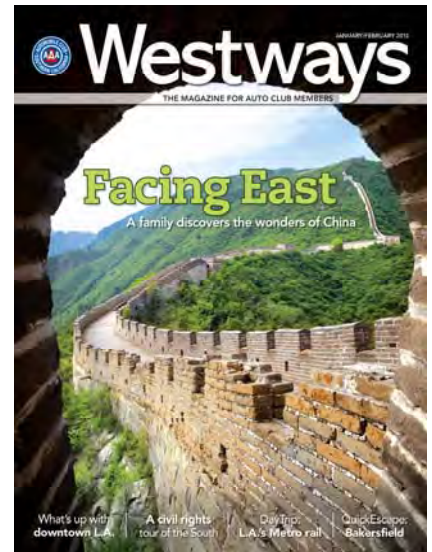
Westways

Westways magazine is the AAA member publication that inspires Southern Californians to experience their region and the world.

Every issue yields high readership and actions taken by Southern California AAA members as a result of reading Westways.

Westways offers advertisers the opportunity to expand their brand by delivering their message into the homes of purchasing AAA Member households throughout Southern California.

Westways is published eight times per year providing award winning travel editorial, automotive, membership information, discount savings and more.



Westways

THE MAGAZINE FOR AUTO CLUB MEMBERS

WHAT'S COMING IN 2014

JANUARY/FEBRUARY

Experiencing Paris like a local
The Tournament of Roses Parade turns 125
Meet the John Force Racing family
Insuring your valuables
Quick Escape: Beverly Hills, CA
Hot List: Beer festivals
Healthy Travel: Turn your next marathon run into a great vacation

MARCH/APRIL

Rocky Mountain Rail tour in Canada
Carless San Diego: Discover 5 neighborhoods by foot, bike or trolley
Anaheim Packing District—a new dining and entertainment zone
Car Reviews: Green cars
Drivesmart: Pros and cons of electric vehicles
Quick Escape: Oxnard, CA
Hot List: Cool views of SoCal
Healthy Travel: Places where you can indulge in great local produce

MAY

Explore castles along the Rhine on a Uniworld River Cruise in Europe
Cruise the Mississippi River on the American Queen riverboat
Top river cruising destinations around the world
L.A. Union Station's turns 75
Bicycling to Work—bikes, accessories, tools, and clothing for the modern two-wheeled commuter
Quick Escape: Avila Beach, CA
Hot List: Old West train roundup (Silverton, Grand Canyon Railway, Virginia & Truckee)
Healthy Travel: The healthiest hotels (e.g. fitness centers, spas, etc)

JUNE (Special Road trip issue!)

Driving Highway 50 in Nevada, "the loneliest road in America," en route to Great Basin National Park
Road trips to remember
Prepping your car for a road trip
Best... games, playlists, snacks, themes for road trips
Back on Route 66
Quick Escape: Tillamook, OR
Hot List: Sports venues tours
Healthy Travel: Caring for your skin on the road

JULY/AUGUST

Best and most unusual coffee spots in the Southland
Decluttering the family car
Hot tubing in Japan
Panama Canal expansion on the eve of its 100th anniversary
Quick Escape: Half Moon Bay, CA
Petersen Automotive Museum's 20th anniversary
Hot List: Must-see presidential libraries
Healthy Travel: Healthy road food

SEPTEMBER

Caving Belize
San Francisco's Presidio, including new Heritage Center and Disney family Museum
Green travel with a twist (e.g. hotels that keep bees)
New public markets in Santa Barbara and San Diego; plus L.A.'s Grand Central Market gets a facelift
An architectural and historic tour of the Queen Mary
Hot List: Cool NFL stadium tours
Healthy Travel: Avoid scary travel bugs

OCTOBER (Pet Package!)

Pet-friendly hotels, restaurants, attractions (e.g. Loews Hotels, SLO Museum of Art, Ecluse Winery)
Pet travel checklist (best pet-restraint devices)
Doggie dos and don'ts, including tips on health, safety, and etiquette
Doggie daycare
New travel opportunities for persons with disabilities
Results of our first annual Photo Contest
All about olives and olive oil
Quick Escape: Mt. Tamaulipas, CA
Healthy Travel: Spas and health programs that include your pet

NOVEMBER/DECEMBER

Alaska: beyond glaciers and bears
St. Paul de Vence, France
Celebrating tamales' rich heritage in SoCal
Profile of Disney legend Bob Gurr, the imaginer behind many of the park's ride vehicles
O&A: Christmas markets in Nuremberg, Germany
Healthy Travel: Active family vacations



Audience Profile

2014

Circulation Region: Southern California
 Circulation: 4,100,000 ♦ Readers: 9,840,000

Westways



- On average, Westways reader households earn \$33,500 more than non-reader households in Southern California
- Westways readers are 60% more likely to have a post-graduate degree than non-readers in Southern California

Westways readers		Audience	Composition	Coverage	Index
Men		4,724,000	48%	55%	97
Women		5,116,000	52%	58%	103
Married		5,641,000	57%	65%	115
Household Income					
\$60,000+		6,944,000	71%	75%	132
\$75,000+		5,812,000	59%	77%	135
\$100,000+		4,129,000	42%	79%	139
\$150,000+		1,854,000	19%	83%	147
\$200,000+		910,000	9%	86%	150
Average HHI	\$101,100				
Median HHI	\$88,200				
Age					
18-34		2,590,000	26%	42%	73
35-54		3,942,000	40%	60%	106
55-64		1,581,000	16%	71%	125
65+		1,727,000	18%	75%	132
Median Age	47.8 years				
Education					
Attended college		7,007,000	71%	71%	125
Bachelor's degree+		3,672,000	37%	77%	136
Home					
Own home		6,481,000	66%	71%	125
Mean home value	\$428,331				
Median home value	\$392,020				

Source: 2013 Doublebase, prototype; GfK MRI



Readership

2014

Circulation Region: Southern California

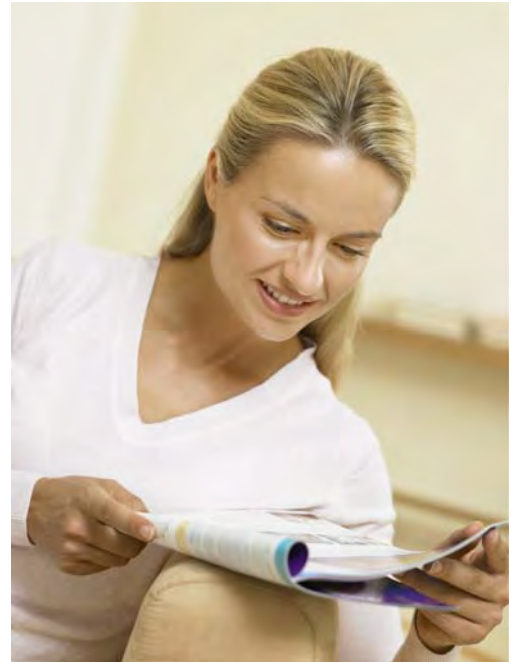
Circulation: 4,100,000 ♦ Readers: 9,840,000

- ♦ Readers spend 29.4 minutes, on average, reading or looking into an issue of their AAA publication
- ♦ Readers who read 3-4 out of 4 issues spend an average of 33.7 minutes reading or looking into an issue of their AAA publication

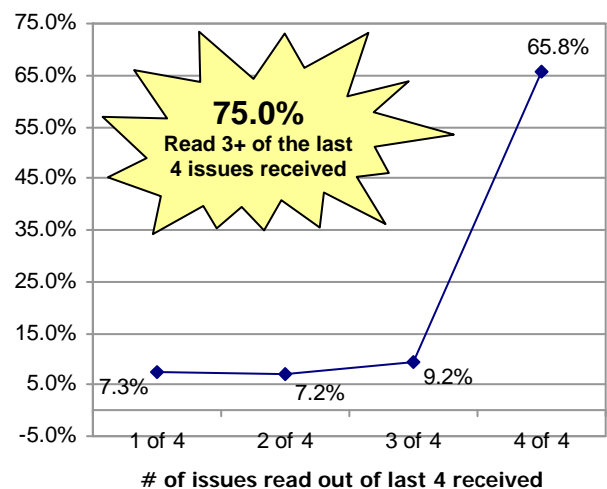
Actions taken as a result of reading Westways in the past year:

Took Any Action	74.6%
Became Aware of AAA Discount(s)	43.5%
Visited/Contacted AAA office	35.5%
Used/Received AAA Discount(s)	25.8%
Visited AAA.com	19.9%
Used AAA Tour Book	19.7%
Traveled to a Destination Advertised or Written About	18.6%
Planned or Modified Existing Plans for a Trip	13.2%
Made Reservations or Bought Tickets	12.8%
Called a Toll-Free Number	11.2%
Called or Visited AAA Travel Agent	11.0%
Obtained Information on a Product or Service Advertised	10.3%
Used Advertising for Travel Planning	9.2%
Visited an Advertiser's Web Site	7.8%
Bought an Advertised Product or Service	7.3%
Contacted an Advertiser Directly for Information	4.7%

Source: 2013 Westways Reader Profile Study, GfK MRI



Westways Readership



Westways

Regional Travel

2014

Circulation Region: Southern California

Circulation: 4,100,000 ♦ Readers: 9,840,000

- ♦ 75.9% of Westways readers took at least one overnight domestic trip in the past year
- ♦ On average, readers took four domestic vacations
- ♦ Readers spent an average of \$2,600 while on a domestic vacation



Areas visited in the last 12 months

Los Angeles	41.5%
San Diego	41.2%
Las Vegas, NV	34.7%
Orange County	29.2%
Palm Springs Area	25.8%
Long Beach	25.2%
San Francisco Bay Area	24.1%
Santa Barbara	21.7%
Irvine	17.6%
Ventura County	14.6%
Central California Coast	14.3%
Temecula	14.3%
Lake Arrowhead/Big Bear	13.4%
Dana Point	12.4%
Solvang	11.8%
Phoenix/Scottsdale, AZ	11.6%
Paso Robles	11.1%
San Luis Obispo	10.9%
Mammoth Mountain/Lakes Area	10.4%
Laughlin, NV	8.0%
Bishop	7.9%
Monterey/Carmel	7.8%

Napa Valley	7.8%
New York City, NY	7.8%
Catalina Island	7.5%
Sacramento/Central Valley	7.2%
San Jose/Santa Clara	7.1%
Seattle, WA	7.0%
Lake Tahoe	6.8%
Coronado	6.2%
Venice	6.2%
Yosemite	5.3%
Tucson, AZ	5.2%
Colorado River	5.0%
Reno, NV	4.8%
Chicago, IL	4.0%
San Antonio, TX	3.4%
San Bernardino/Riverside	3.4%
Santa Cruz	3.1%
Sonoma	3.1%
Austin, TX	3.0%
Death Valley	2.5%
New Orleans, LA	1.9%
Santa Fe, NM	1.7%

9 of the top 10 most popular reader vacation spots are within the state of California

Source: 2013 Westways Reader Profile Study, GfK MRI



Westways

Travel Planning and Booking

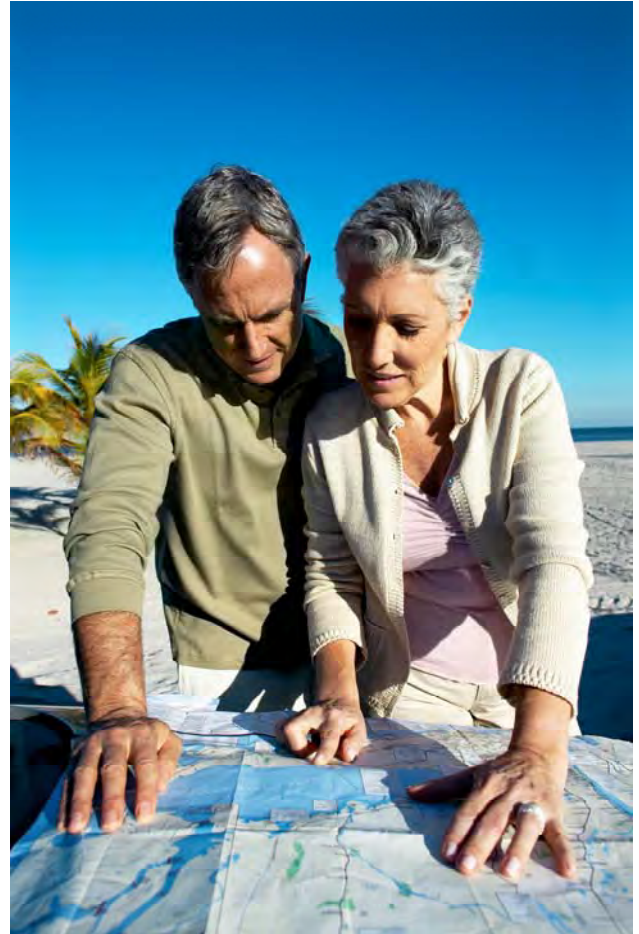
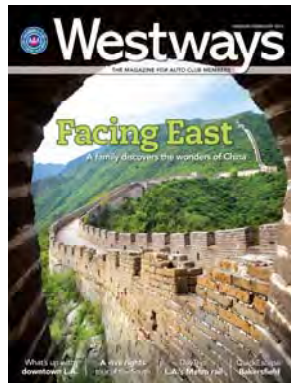
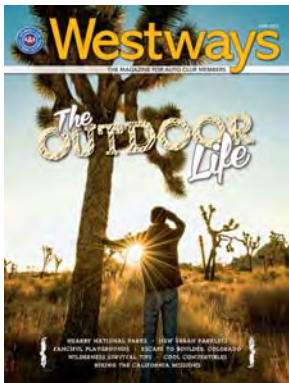
2014

Circulation Region: Southern California
 Circulation: 4,100,000 ♦ Readers: 9,840,000

Westways magazine is the TOP source of information for readers when planning a trip

Sources of information when planning a trip:	
Westways Magazine	52.5%
Friends or Relatives	51.6%
Other Websites	30.1%
Other Magazines/Newspapers	27.9%
Television	22.0%
AAA Travel Agency	21.9%
Direct from Accommodations/Travel provider	21.7%
AAA Website	16.3%
Books	15.2%
Other Travel Agency	13.2%

Source: 2013 Westways Reader Profile Study, GfK MRI



Method readers use to make reservations or buy tickets for a trip:	
Direct from Travel Provider	63.2%
Other Web Sites	40.4%
AAA Travel Agency	22.3%
Other Travel Agency	17.1%
AAA Web Site	7.9%



Theme Parks and Attractions

Circulation Region: Southern California

Circulation: 4,100,000 ♦ Readers: 9,840,000

2014

- Over 46% of readers visited a theme park or attraction in the last 12 months
- While visiting a theme park or attraction, nearly 10% of readers stayed 3 nights or more

Top theme parks & attractions visited in the past year:

Disneyland	52.9%
Disney's California Adventure	34.0%
Knott's Berry Farm	26.1%
Aquarium of the Pacific, Long Beach	21.8%
SeaWorld (San Diego)	21.1%
San Diego Zoo	20.9%
Balboa Park, San Diego	19.9%
Universal Studios (CA)	19.2%
San Diego Zoo Safari Park	15.4%
Six Flags Magic Mountain	14.5%
Legoland	13.7%
Los Angeles County Museum of Art (LACMA)	13.4%
Palm Springs Aerial Tramway	9.4%
Monterey Bay Aquarium	9.3%
Yosemite National Park	8.7%
Los Angeles Zoo & Botanical Gardens	8.0%
California Redwoods	4.8%
Hearst Castle	4.8%
Grand Canyon National Park	4.2%
Madame Tussauds Hollywood (CA)	2.7%



In the last 12 months

- More than 33% of readers stayed on theme park/attraction property when visiting a theme park or attraction

Source: 2013 Westways Reader Profile Study, GfK MRI
 Base: Visited a theme park or attraction in the last 12 months

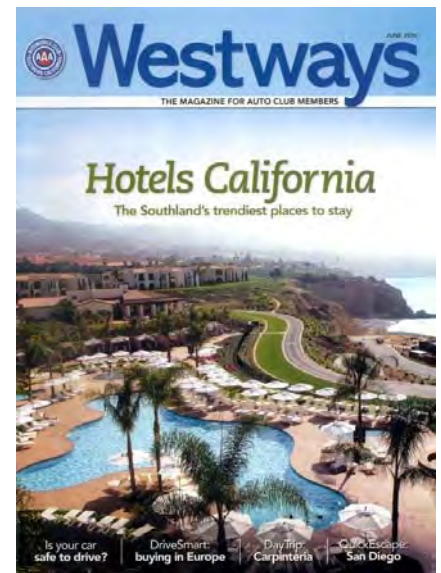


Westways

You only need one publication

Circulation Region: Southern California
 Circulation: 4,100,000 ♦ Readers: 9,840,000

2014



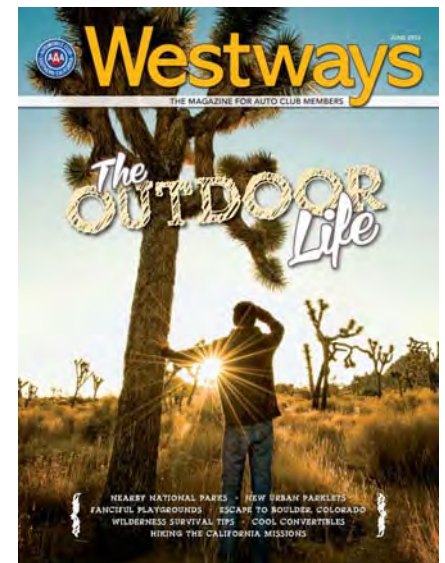
- *Westways* is delivered to 1 in every 2 Southern California households
- *Westways* delivers more “buyers” in Southern California than any other print media

Southern California Circulation

Newspapers (Sunday)	<u>Paid Circulation</u>
Los Angeles Times	954,010
San Diego Union-Tribune	310,214
Orange County Register	295,677
Daily News	94,073
Daily Breeze	69,554
Ventura County Star	68,915
Inland Valley Daily Bulletin	61,719
The Desert Sun	47,226
Magazines	
Sunset	650,114
Los Angeles Magazine	141,122
Travel + Leisure	122,051
Orange Coast Magazine	49,152
Orange County Business Journal	21,253
TOTAL	2,349,784

4,145,258

Westways total paid and verified circulation as of the June 2013 Publishers Statement



Source: Audit Bureau of Circulations, March and June 2012-13 Publishers Statements; USPS 3541 Postal Verification



Southern California's premier travel and lifestyle magazine

General Advertising Rates

2014

All rates are gross

Rate Card #59
Effective January 2014



Rate Base: 4,100,000 ♦ Total Readers: 9,840,000

Circulation Region: Southern California

	1X	3X	6X	8X
4 Color				
Full Page	\$ 57,700	\$ 54,240	\$ 52,510	\$ 51,350
2/3 Page	41,530	39,040	37,790	36,960
1/2 Page	31,170	29,300	28,360	27,740
1/3 Page	20,930	19,670	19,050	18,630
1/6 Page	10,680	10,040	9,720	9,510
B&W				
Full Page	\$ 45,590	\$ 42,850	\$ 41,490	\$ 40,580
2/3 Page	34,180	32,130	31,100	30,420
1/2 Page	27,370	25,730	24,910	24,360
1/3 Page	18,230	17,140	16,590	16,220
1/6 Page	9,120	8,570	8,300	8,120



Travel Guide Rates

2014

All rates are NET

Rate Card #59
Effective January 2014



Rate Base: 4,100,000 ♦ Total Readers: 9,840,000

Circulation Region: Southern California

	1X	3X	6X	8X
4 Color				
1/3 Page	\$ 13,080	\$ 12,300	\$ 11,900	\$ 11,640
1/6 Page	6,660	6,260	6,060	5,930
3 inch	4,600	4,320	4,190	4,090
2 inch	3,110	2,920	2,830	2,770
1 inch	1,600	1,500	1,460	1,420
B&W				
1/3 Page	\$ 10,550	\$ 9,920	\$ 9,600	\$ 9,390
1/6 Page	5,450	5,120	4,960	4,850
3 inch	3,690	3,470	3,360	3,280
2 inch	2,490	2,340	2,270	2,220
1 inch	1,270	1,190	1,160	1,130



2014 Issue Dates	Space Close	Materials Due	First Possible In-Home Dates
Jan/Feb	11/1/13	11/7/13	12/17/13
March/Apr	1/3/14	1/8/14	2/21/14
May	3/3/14	3/10/14	4/21/14
June	4/1/14	4/8/14	5/20/14
July/Aug	5/1/14	5/8/14	6/20/14
September	7/1/14	7/9/14	8/21/14
October	8/1/14	8/8/14	9/19/14
Nov/Dec	9/5/14	9/12/14	10/21/14

RUN OF BOOK			
SPACE SIZES	BLEED (W x H)	TRIM (W x H)	NON-BLEED (W x H)
Full Page	8.125"W x 10.75"H	7.875"W x 10.5"H	-
Spreads	16.125"W x 10.75"H	15.75"W x 10.5"H	-
2/3 Page Vertical	-	-	4.5"W x 9.5"H
1/2 Page Horizontal	-	-	6.875"W x 4.625"H
1/2 Page Island	-	-	4.5"W x 7.125"H
1/3 Page Vertical	-	-	2.125"W x 9.5"H
1/3 Page Square	-	-	4.5"W x 4.625"H
1/6 Page Vertical	-	-	2.125"W x 4.625"H

TRAVEL GUIDE	
SPACE SIZES	NON-BLEED (W x H)
1/3 Page Square	4.5"W x 4.625"H
1/6 Page Vertical	2.125"W x 4.625"H
3 Inch	2.125"W x 3"H
2 Inch	2.125"W x 2"H
1 Inch	2.125"W x 1"H

Note: Live copy no less than .25" from trims

DIGITAL AD REQUIREMENTS

All ads must be uploaded to www.adshuttle.com/acepubs
Ads must be submitted as a PDF/X1a
 Application files such as Adobe Illustrator, InDesign, and Quark Xpress are not acceptable. File must be high resolution (300 dpi), CMYK or grayscale (no spot colors, RGB, LAB, or ICC color profiles) with a maximum density of 300. Preferred fonts are Open Type and Type 1 and should be imbedded. All marks (trim, bleed, center, color bars) should be included in all colors and outside of the bleed area.

PROOFING REQUIREMENTS

You may either agree to waive a proof in Ad Shuttle, or send a 4/C SWOP proof (made from supplied file) to:
 JoAnn Granich
 Westways
 3333 Fairview Road, A327
 Costa Mesa, CA 92626-1698
 Tel: 714-885-2383
 Fax: 714-885-1109
granich.joann@aaa-calif.com





USPS 3541 Circulation Verification

Editorial Overview: AAA Westways is a magazine edited specifically for Automobile Club members in Southern California. It offers bright and timely coverage of local issues, plus vital consumer information about travel, insurance, automobiles and safety issues. In addition, the magazine contains departments offering expert advice for travelers and motorists, and money saving opportunities on local attractions, events and travel.

Frequency: 8 times/year

TOTAL AVERAGE PAID & VERIFIED CIRCULATION

	Average for the Statement Period	%	Rate Base	Above (Below)	% Above (Below)
Subscriptions					
Paid	4,145,258	100%			
Verified	N/A				
Total Paid & Verified Subscriptions	4,145,258	100%			
Single Copy Sales	N/A				
Total Paid & Verified Circulation	4,145,258	100%	4,050,000	95,258	2.3%

PAID CIRCULATION BY ISSUE

Issue	Paid Circulation				
Jan/Feb	4,128,199				
Mar/Apr	4,137,980				
May	4,157,449				
June	4,157,402				

3 YEAR TREND

	2011	%	2012	%	2013	%
Subscriptions:						
Paid	3,952,324	100.0	4,050,753	100.0	4,145,258	100.0
Verified	N/A		N/A		N/A	
Total Paid & Verified Subscriptions	3,952,324	100.0	4,050,753	100.0	4,145,258	100.0
Single Copy Sales	N/A		N/A		N/A	
Total Paid & Verified Circulation	3,952,324	100.0	4,050,753	100.0	4,145,258	100.0
Year Over Year Percent of Change				2.5%		2.3%
Average Annualized Subscription Price	\$2.00		\$2.00		\$2.00	

CIRCULATION BY STATE - for the June 2013 issue

State	Paid Subscriptions	State	Paid Subscriptions
Alabama	273	Ohio	837
Arizona	5,346	Oklahoma	537
Arkansas	351	Oregon	2,285
California	4,109,823	Pennsylvania	860
Colorado	2,233	Rhode Island	123
Connecticut	411	South Carolina	346
Delaware	59	South Dakota	408
District of Columbia	194	Tennessee	726
Florida	2,184	Texas	4,221
Georgia	981	Utah	1,113
Idaho	893	Vermont	82
Illinois	1,209	Virginia	1,283
Indiana	499	Washington	3,071
Iowa	294	West Virginia	83
Kansas	332	Wisconsin	425
Kentucky	293	Wyoming	203
Louisiana	427		
Maine	136	TOTAL 48	4,156,079
Maryland	667	CONTERMINOUS	
Massachusetts	917	STATES	
Michigan	684	Alaska	210
Minnesota	530	Hawaii	1,093
Mississippi	195	TOTAL ALASKA &	1,303
Missouri	630	HAWAII	
Montana	434	U.S. Unclassified	-
Nebraska	161	TOTAL UNITED	4,157,382
Nevada	4,480	STATES	
New Hampshire	151	Poss. & Other	20
New Jersey	704	Areas	
New Mexico	681	U.S. & POSS., etc.	4,157,402
New York	2,164	Canada	-
North Carolina	1,011	International	-
North Dakota	129	Other Unclassified	-
		Military or Civilian	-
		Personnel Overseas	-
		GRAND TOTAL	4,157,402

DMA PAID SUBSCRIPTIONS BREAKDOWN AS OF JUNE 30, 2013

Bakersfield	73,221	Monterey-Salinas	1,791
Chico-Redding	1,007	Palm Springs	351,463
El Centro	6,312	Sacramento - Stockton - Modesto	5,742
Eureka	558	San Diego	505,512
Fresno-Visalia	36,382	San Francisco - Oakland - San Jose	14,748
Los Angeles	2,886,181	Santa Barbara - Santa Monica - SLO	126,552
		Other	2,351
		TOTAL DMA - Southern California	4,011,820

ANALYSIS OF TOTAL NEW AND RENEWAL PAID INDIVIDUAL SUBSCRIPTIONS

Total gross subscriptions (new and renewal) sold in the six month period ended June 30, 2013

DURATION

		%
a. One to six months (1 to 4 issues)	None	
b. Seven to eleven months (5 to 7 issues)	None	
c. Twelve months (8 issues)	2,028,757	100%
d. Thirteen to twenty-four months	None	
e. Twenty-five months and more	None	
Total Subscriptions Sold in Period	2,028,757	100%

USE OF PREMIUMS


		%
a. Ordered without premium	2,028,757	100%
b. Ordered with material reprinted from this publication	None	
c. Ordered with other premiums	None	
Total Subscriptions Sold in Period	2,028,757	100%

CHANNELS

		%
a. Ordered by subscriber action via direct mail, direct mail agents, inserts, online, renewals, catalogs, or other outlets available to the subscribers	None	
b. Ordered by subscribers in response to unsolicited telemarketing and door to door selling	None	
c. Ordered by subscribers in response to fund-raising programs of schools, churches, and other similar organizations	None	
d. Subscriptions as part of membership in an organization	2,028,757	100%
Total Subscriptions Sold in Period	2,028,757	100%

We certify that to the best of our knowledge all data set forth in this Publisher's Statement are true and report circulation in accordance with the United States Postal Service.

Parent Company: Automobile Club of Southern California
 AAA Westways
 2601 Figueroa
 Los Angeles, CA 90007
 P: 714-885-2403
 F: 714-885-2335
 www.aaa.com


 JIM DOOLEY-GREEN
 Postal Affairs/Circulation/Distribution


 TAMARA HILL
 Publisher


 KATHY BOWYER
 Manager Advertising Sales

Dated Signed: August 13, 2013

Advertiser Information

2014

Rate Card 59 Effective January 2014

ADVERTISER INFORMATION

TERMS OF SALE

Net 30 days from date of invoice. First time advertisers must prepay by Ad Close date. Publisher reserves the right to request further prepayment for so long as Publisher desires.

COMMISSION

15% paid to recognized agency on space, position, color and bleed charges, provided the account is paid within 30 days from invoice date.

COMBINATION RATES

Sold in combination with AAA Western Magazine Network.

SHORT RATES AND REBATES

Each page or fractional page counts as one insertion. Frequency discounts may be earned with any combination of different size insertions used during a 12-month period. If a greater frequency discount is earned, a rebate will be made. If the billed rate is not earned, the short rate will be based on the number of insertions actually run during the contract period. See Advertising Contract Provisions for more details.

CANCELLATIONS

Must be received from advertiser in writing prior to Materials Due date; all orders non-cancellable after Materials Due date of relevant issue. (See Section C of Contract Conditions.)

SEND ALL INSERTION ORDERS TO:

Westways

Attn: Jim Green
3333 Fairview Road,
Mail Stop A327
Costa Mesa, CA 92626-1698
Tel: 714-885-2394
Fax: 714-641-5522
Green.Jim@aaa-calif.com

COPY REGULATIONS

A. The caption line "ADVERTISEMENT" shall be printed at the top of advertisements that either carry no signature or resemble editorial pages.

B. When new ad material, covered by an uncanceled Insertion Order is not received by the applicable Materials Due date, copy run in the previous Issue will be inserted.

C. The Publisher will not be bound by any terms or conditions, printed or otherwise, appearing on any order blank or copy instructions, when such conditions conflict with the Publisher's Advertising Policy Guidelines, Advertising Contract Provisions or Rate Card.

CONTRACT CONDITIONS

ADVERTISING CONTRACT PROVISIONS

A. In order to place advertising with the Automobile Club of Southern California ("Publisher"), Advertiser (as defined below) shall complete and execute an Advertising Contract & Insertion Order (the "IO" and together with the terms and conditions set forth in this Rate Card, collectively referred to as this "Contract"). "Advertiser" means the party designated in the IO as "Advertiser." The publication selected in the IO shall be referred to as the "Publication," and the issue(s) designated in the IO shall be referred to as the "Issue(s)."

B. Advertiser shall have the right, without liability to Publisher to terminate the entire Contract at any time prior to the Ad Close date for the first insertion ordered under the Contract's IO.

C. Once the Ad Close date for any Issue has passed, but the Materials Due date for that Issue has not yet passed, Advertiser may, by written notice to Publisher received prior to the Materials Due

date, cancel Advertiser's insertion for that issue by paying 10% (Ten percent) of the Earned Rate.

D. Once the Ad Close date and the Materials Due date for any Issue has passed, Advertiser may only cancel an insertion for that Issue with the written consent of the Publisher and upon payment of 100% (One hundred percent) of the Earned Rate for that insertion within 30 days after invoice date. Advertiser's failure to provide materials for an insertion in an Issue on or prior to the Materials Due date for that Issue shall be deemed a cancellation of such insertion, unless Publisher agrees in writing to an extension of the Materials Due date for that particular insertion.

E. Advertiser's cancellation of any insertion specified in the IO automatically nullifies any rate protection and any preferred position reservation as to any remaining insertions specified under the IO.

F. Publisher shall have the right, at its option, to terminate this Contract at any time by written notice to Advertiser, in which event Advertiser shall pay for insertions already published, and any Frequency Discount contracted for in the IO shall apply irrespective of the actual number of insertions published prior to termination.

G. Publisher shall have the right to terminate this Contract and any other agreements, contracts or insertion orders entered into by Advertiser and Publisher, at any time with or without notice to Advertiser upon the occurrence of any of the following ("Events of Default"): (i) a failure by Advertiser to pay in full any invoice on or prior to its due date, (ii) an insertion specified in the IO was not published within the Contract Period (as defined in the IO) as a result of one or more cancellations by Advertiser, or (iii) a breach by Advertiser of any other provisions of the Contract. In the event of such termination by Publisher, Advertiser shall pay Publisher for all insertions already published under the Contract at the Earned Rate. Failure of Publisher to terminate this Contract upon the occurrence of an Event of Default shall not be deemed a waiver of Publisher's right to terminate this Contract by reason of any subsequent Event of Default.

H. Publisher reserves the right to revise its advertising rates at any time. Any new rate immediately applies to insertions not previously covered by the Contract's IO. Insertions already covered by the IO may receive rate protection only if published in the six months immediately following the date when the new rates become effective. Advertiser may terminate this Contract on the date new rates become effective, provided that prior to said effective date, Advertiser gives to Publisher written notice of such termination; and, in the event of such termination, Advertiser shall only be liable for insertions already published and any Earned Discount contracted for in the IO shall apply irrespective of the actual number of insertions actually published prior to termination.

I. Publisher reserves the right at Publisher's sole discretion to revise or reject any advertisement or portion thereof. Publication of advertising copy shall not affect the Publisher's right to revise or reject the same copy thereafter. (See Advertising Policy Guidelines)

J. Advertiser warrants and represents that any material submitted to Publisher is original; truthful and not misleading; does not violate any law or infringe the copyrights, trademarks, trade names, patents or other intellectual property rights of any other person; and contains no matter that is libelous, an invasion of privacy, an unlawful appropriation of the name or likeness, or otherwise injurious to the rights of any other person; and Advertiser has obtained all necessary consents prior to submission to Publisher. Advertiser assumes all responsibility for all content (including, but not limited to, text, representations, names, photographs, and illustrations) of advertisements printed. Advertiser agrees to indemnify, defend and hold Publisher, its officers, members of its Board of Governors, employees and agents, harmless against any and all claims, losses, liabilities and expenses, including attorney's fees and legal expenses, resulting from or attributable to the publication of any material submitted by Advertiser under this Contract.

K. An IO that specifies pages or directs insertion of advertising in a special position or on a designated page or specifies "or omit" will



Advertiser Information

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not be accepted. Any provision in the IO specifying or barring the use of any page because of the kind of news or advertising on that page, on its reverse side or on the facing page will not be legally binding upon Publisher but will be treated as a request only. Discontinuance of advertisements ordered "Till Forbid" and changes or cancellations of advertisements must be given in writing. No oral agreements will be recognized.

L. IN THE EVENT OF ANY ERROR OR OMISSION IN PRINTING OR OTHER INADVERTENT PUBLICATION OF AN ADVERTISEMENT, PUBLISHER'S LIABILITY SHALL NOT EXCEED THE COST OF THE SPACE USED OR THE COST OF THE INSERTION OMITTED. IN THE EVENT OF ANY OTHER BREACH OF PUBLISHER'S OBLIGATIONS UNDER THIS CONTRACT, PUBLISHER'S LIABILITY SHALL NOT EXCEED THE TOTAL AMOUNTS PAID BY ADVERTISER TO PUBLISHER UNDER THIS CONTRACT. Publisher shall have no liability unless it receives written notice of the error or omission no later than 30 calendar days after the Issue Date (as defined below) of the Issue in which or with respect to which the error or omission occurred. The cover of each Issue bears a designation consisting of (a) either one month, or two months separated by a forward slash, and (b) followed by year. The first day of the first month so designated shall be referred to herein as the "Issue Date." (By way of example only, January 1, 2013 is the Issue Date of the Issue designated "January/February 2013.") Where the same insertion is ordered for more than one Issue, credit, if allowed, shall be for the first insertion only and may, at the sole discretion of Publisher, be given in the form of republication of the corrected advertisement. No adjustment will be made under circumstances in which Advertiser, its client or its agent is responsible for the error.

M. Advertiser authorizes Publisher, and any of its affiliates or agents, to obtain credit reports in Advertiser's name at any time.

N. To the extent Advertiser fails to pay any invoice from Publisher when due, Advertiser further agrees that Publisher may refer Advertiser's account to a collections agency. Advertiser acknowledges and agrees that Publisher, or any of its affiliates or agents, may from time to time report the credit experience of Publisher, or one of its affiliates, with Advertiser to third parties, including, without limitation, governmental authorities and credit reporting agencies. Advertiser hereby waives and holds Publisher harmless from and against any and all claims that Advertiser may have as a result of such reporting.

O. If Advertiser fails to pay an invoice from Publisher when due and payable, a late payment charge of 1.5% per month (or the highest rate permitted by law, if lower), will be applied, as of the thirty-first (31st) day after the invoice date, to the outstanding balance of such invoice and the agency commission, if applicable, is also revoked on the 31st day.

P. Publisher shall have the right at any time, at its sole discretion to require prepayment for any advertising under this Contract (or any other insertion order submitted by Advertiser or Advertiser's client) on such terms as it may see fit. In the event Advertiser fails to make a prepayment within five (5) business days after delivery to Advertiser of a written demand from Publisher therefore, Publisher shall have the right to immediately terminate this Contract and any other agreement or insertion order entered into by Advertiser and Publisher, without further notice to Advertiser and without any liability to Publisher.

Q. If Advertiser is an advertising agency placing advertising on behalf of a client:

1. This Contract shall have no force or effect until (a) such client has executed and delivered to Publisher a letter on a form provided by Publisher, providing for, among other things, such client's liability in the event Advertiser fails to make timely payment of amounts owing to Publisher under this Agreement, or (b) Publisher waives in writing the requirement set forth in Clause (a).

2. This Contract creates a direct payment obligation of Advertiser to Publisher, irrespective of whether Advertiser is paid by its client, except to the extent Publisher receives valid payment from Advertiser's client.

3. Advertiser shall not be entitled to any advertising agency commission with respect to any invoice unless such invoice is paid within 30 days of invoice date.

R. Any notice required or permitted to be given under this Contract shall be in writing and shall be effective immediately upon receipt if delivered personally or by reputable national overnight delivery service, or two (2) working days from mailing such notice if mailed through the United States mail, certified, postage prepaid, return receipt requested, and addressed to each party as follows: (i) if to Publisher at Automobile Club of Southern California, 3333 Fairview Road, Mail Stop A327, Costa Mesa, CA 92626-1698, Attention: Publisher, and (ii) if to Advertiser, to the address(es) set forth in the boxes titled "Agency" and "Client" on the IO, to the extent either box is completed.

S. IN NO EVENT SHALL PUBLISHER BE LIABLE TO ADVERTISER FOR INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR RELATED TO, THE PERFORMANCE OF SERVICES UNDER THIS CONTRACT, UNDER ANY THEORY OF LAW, EVEN IF ADVERTISER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

T. Advertiser agrees that no representations or warranties of any kind have been made to Advertiser by Publisher or by any of its agents and that no understanding has been made or agreement entered into other than that set forth in the Contract.

U. This contract shall be governed by the laws of the State of California. Any legal action relating to this Contract shall be brought in a State or Federal Court sitting in the County of Orange, State of California.

ADVERTISING POLICY GUIDELINES

A. All advertisements must be approved by the Publisher before they are deemed acceptable for publication in *Westways*.

B. Publisher reserves the right to inspect or test any product or service to be advertised before the advertisement is deemed acceptable. Publication of any advertisement for a product or service tested by Publisher shall not be deemed an endorsement thereof by Publisher.

C. All advertising copy must comply with the guidelines established for editorial material in word, illustration, and design.

D. Priority of available advertising space will be given to Advertisers of products and services that bear a relationship to the demographics of *Westways* subscribers. General categories include, but are not limited to: (1) automobiles, other vehicles, and transportation facilities; (2) accommodations, resorts, restaurants, recreational areas, tours, and cruises; (3) consumer electronics and sporting equipment; and (4) aftermarket products and services related to the above categories.

E. Advertisements of products or services in which the Automobile Club of Southern California has a special expertise or in which the ad might be construed as an endorsement must receive specific approval by the Publisher with regard to the veracity of the ad or the product or service advertised. Examples include (1) automotive products, (2) insurance products, (3) vehicle-repair business or products, (4) travel-related products or services, and (5) group purchase plans.

F. Advertisements considered unacceptable include, but are not limited to, the following: (1) distilled spirits; (2) all "per inquiry" arrangements; (3) personal vanity products (such as those claiming to restore hair, reduce weight, remove fat, increase bust size, restore youth, improve sexuality); (4) get-rich-quick schemes, speculative offerings, and any claims made to amass personal fortunes or to guarantee "winning" (5) garish displays, unacceptable posture of models, or advertisements that might appeal to sensuous or prurient interests; (6) political candidates or causes; (7) religious persons or doctrines; (8) escort services; and (9) illegal or questionable products or services. Advertisements for products or services not included in the categories set forth above may also be unacceptable if, in the opinion of the Publisher, they are considered inappropriate for publication in *Westways*.



Westways