

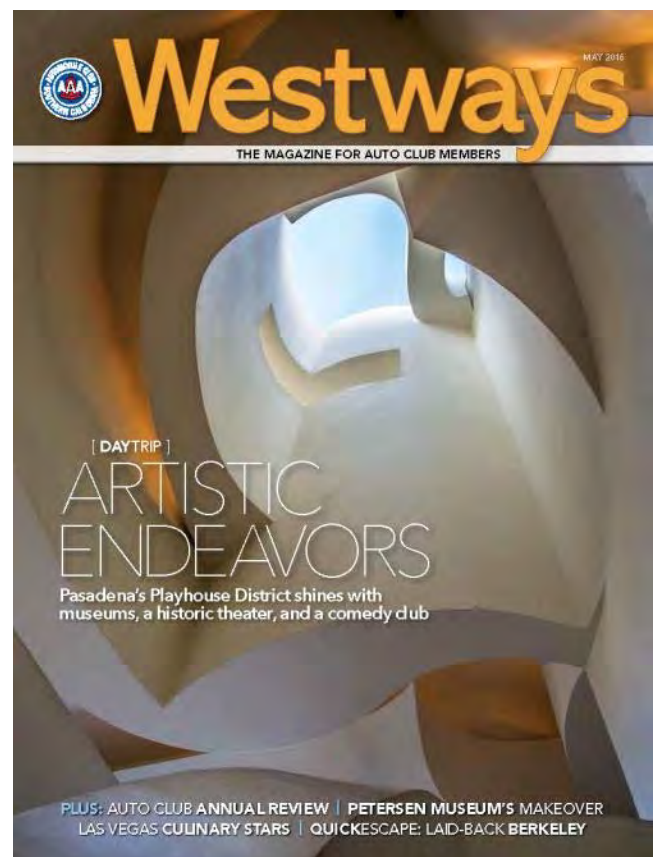
Image Credit: Mediimages/Photodisc

### ***Westways* inspires members to experience and explore their region and beyond.**

As North America's largest motoring and leisure travel organization, AAA provides more than 55 million members with travel, insurance, financial, and automotive-related services. AAA remains dedicated to serving members since our founding in 1902 and continues to be a trusted authority to its membership and one of today's strongest and most recognized brands.

*Westways*, the magazine for AAA members in Southern California, delivers insider access to local and national destinations, smart travel advice, immersive photography, captivating features and expert reporting on hotels, delectable food and current community events to over 4.2 million households.

*Westways'* rich and engaging content offers an appealing and effective platform for reaching over 11 million readers throughout Southern California eight times per year.



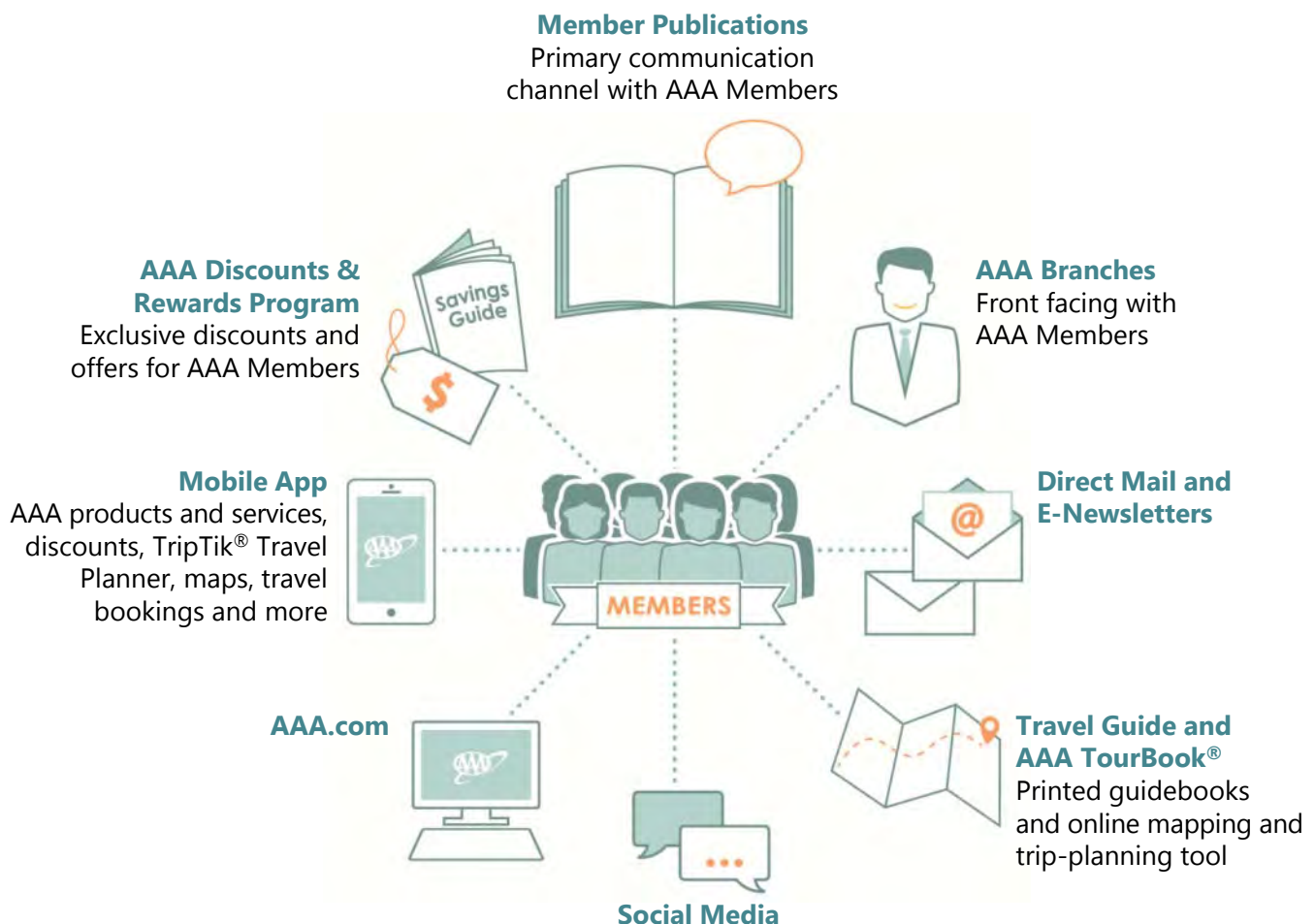
Circulation: 4,250,000 | Audience: 12,325,000

### Connect with AAA

## AAA publications reach members through multiple touch points.

As a membership organization, AAA stays in constant communication with our members through regional magazines.

Westways connects readers with advertisers through relevant content and thoughtful messaging creating engaging interactions and meaningful impressions. Become part of the AAA experience and connect with a vast community of consumers and travelers throughout Southern California.



### Audience Profile

**Westways readers spend more, travel more often and live more active lifestyles than the average Southern California adult.**

#### Readers are engaged with *Westways*



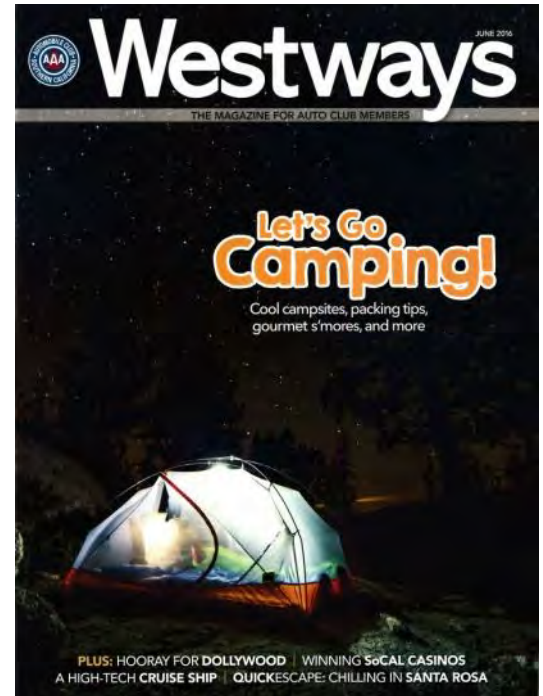
**75.7%** read 3 or 4 out of 4 issues received



**83.4%** spend at least 15 minutes reading an average issue of *Westways*



**78.1%** took action as a result of reading *Westways*



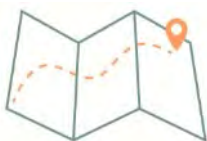
#### Readers trust and are inspired by *Westways*



**87.1%** are inspired to travel to destinations featured in *Westways*



**80.6%** feel encouraged to visit businesses advertised in *Westways*



**71.6%** took actions related to travel planning as a result of reading *Westways*

#### Demographics

Men	43.5%
Women	56.5%
Married/Couples	58.2%
Children at home	21.7%
Median Age	55.3
Age <55	52.0%
Median HHI	\$79,711
HHI \$100,000+	33.6%
Own home	61.0%
Median value of owned home	\$483,161
Attended/graduated college	91.2%
Bachelor's Degree+	49.1%

### Readers and *Westways*

## Readers turn to *Westways* for travel advice, current events and areas to explore near and far.

*Westways* features exciting recommendations on a variety of destinations and activities, from local events and emerging neighborhood restaurants to quick weekend getaways and exhilarating international vacations.

Through expressive commentary and fresh editorial content, *Westways* motivates readers to discover everything their region has to offer.



## 81.8% of *Westways* readers took a leisure trip in the last 12 months.

Types of leisure travel taken by *Westways* readers

**51.8%**  
took a  
**Road trip**



**51.3%**  
took a  
**Weekend  
getaway**



**51.3%**  
took a  
**Domestic  
vacation**



**19.1%**  
took an  
**International  
vacation**



**10.5%**  
took a  
**Cruise**



### Editorial Calendar



Image Credit: Jupiterimages

## Travel, food, family and local events in every issue

- **QuickEscape:** Getaway ideas for long weekends
- **Lifestyle:** Celebrate and enjoy the SoCal lifestyle through food, local travel, active and cultural pursuits, and more
- **BonAppétit:** Hot and trendy restaurants in the area
- **AConversationWith:** Q&A's with top-notch celebs
- **CurrentEvents:** SoCal events worth exploring

<p><b>January/February</b></p> <p>Small-ship cruising London Gondola rides</p> <ul style="list-style-type: none"> <li>● San Francisco's SOMA</li> <li>● DIY Valentine's Day, Liberty Public Market</li> </ul> <p>Close: 11/1/2016 Materials: 11/8/2016 In home: 12/20/2016</p>	<p><b>March/April</b></p> <p>Hawaii on the cheap Vilnius, Lithuania Royal Caribbean's Harmony of the Seas</p> <ul style="list-style-type: none"> <li>● Lompoc</li> <li>● Luxury for Less</li> </ul> <p>Close: 1/4/2017 Materials: 1/11/2017 In home: 2/21/2017</p>	<p><b>May</b></p> <p>Canada's Sesquicentennial Calgary, Alberta</p> <ul style="list-style-type: none"> <li>● Victoria, B.C.</li> </ul> <p>Close: 3/3/2017 Materials: 3/10/2017 In home: 4/21/2017</p>	<p><b>June</b></p> <p>China, family travel tips Iceland layover Yosemite's Rush Creek Lodge</p> <ul style="list-style-type: none"> <li>● San Luis Valley, CO</li> <li>● Adventures in O.C.</li> </ul> <p>Close: 4/3/2017 Materials: 4/10/2017 In home: 5/22/2017</p>
<p><b>July/August</b></p> <p>Alaska Highway road trip Jane Austen's England Mount Whitney, Death Valley</p> <ul style="list-style-type: none"> <li>● Mammoth Lakes</li> </ul> <p>Close: 5/1/2017 Materials: 5/8/2017 In home: 6/22/2017</p>	<p><b>September</b></p> <p>Rapa Nui/Easter Island Mallorca, Spain Innovative cruise tour options San Diego's hip hotels</p> <ul style="list-style-type: none"> <li>● Sonoma County</li> <li>● California bucket list, SoCal wine country</li> </ul> <p>Close: 7/3/2017 Materials: 7/10/2017 In home: 8/23/2017</p>	<p><b>October</b></p> <p>Ama Waterways river cruising</p> <ul style="list-style-type: none"> <li>● Zihuatenejo, Mexico</li> <li>● Santa Barbara, San Diego and L.A. symphonies</li> </ul> <p>Close: 8/1/2017 Materials: 8/8/2017 In home: 9/22/2017</p>	<p><b>November/December</b></p> <p>Readers' Picks Solvang Sydney, Australia Long flight survival guide Airport exercises</p> <ul style="list-style-type: none"> <li>● Our guide to maps</li> </ul> <p>Close: 9/1/2017 Materials: 9/8/2017 In home: 10/21/2017</p>

Editorial calendar is subject to change

### 2017 Rate Card

## General Advertising Rates

Rate Card #62

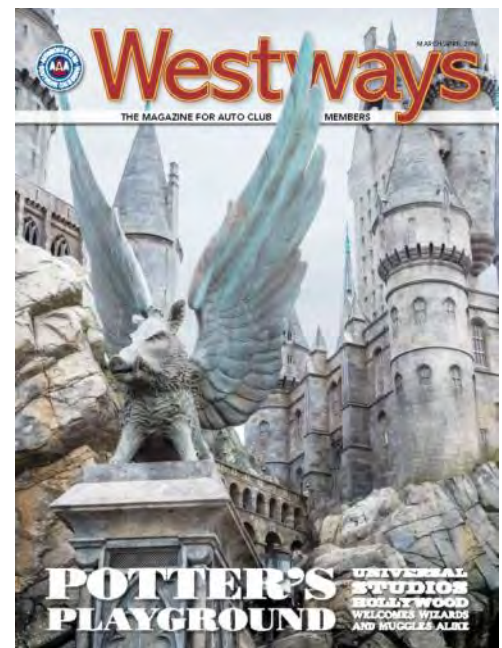
Effective January 2017

All rates are gross

4 Color	1x	3x	6x	8x
Full Page	\$ 58,570	\$ 55,060	\$ 53,300	\$ 52,130
2/3 Page	42,160	39,630	38,370	37,520
1/2 Page	31,640	29,740	28,790	28,160
1/3 Page	21,240	19,970	19,330	18,900
1/6 Page	10,840	10,190	9,860	9,650

B&W	1x	3x	6x	8x
Full Page	\$ 46,280	\$ 43,500	\$ 42,110	\$ 41,190
2/3 Page	34,690	32,610	31,570	30,870
1/2 Page	27,790	26,120	25,290	24,730
1/3 Page	18,500	17,390	16,840	16,470
1/6 Page	9,260	8,700	8,430	8,240



## Ad Sizes

### Full Page & Spreads

**Full page**  
7.875"W x 10.5"H

**Spreads**  
15.75"W x 10.5"H

Add .125" bleed to all sides.  
Live copy no less than .25" from trims.

### 2/3 Page

**Vertical**  
4.5"W x 9.5"H

### 1/2 Page

**Horizontal**  
6.875"W x 4.625"H

### 1/3 Page

**Square**  
4.5"W x 4.625"H

**Vertical**  
2.125"W x 9.5"H

### 1/6 Page

**Vertical**  
2.125"W x 4.625"H

### 2017 Rate Card

## Travel Guide Advertising Rates

Rate Card #62

Effective January 2017

All rates are net

4 Color	1x	3x	6x	8x
1/3 Page	\$ 13,210	\$ 12,420	\$ 12,020	\$ 11,760
1/6 Page	6,730	6,330	6,120	5,990
3 inch	4,650	4,370	4,230	4,140
2 inch	3,140	2,950	2,860	2,790
1 inch	1,620	1,520	1,470	1,440

B&W	1x	3x	6x	8x
1/3 Page	\$ 10,660	\$ 10,020	\$ 9,700	\$ 9,490
1/6 Page	5,500	5,170	5,010	4,900
3 inch	3,730	3,510	3,390	3,320
2 inch	2,510	2,360	2,280	2,230
1 inch	1,280	1,200	1,160	1,140

### Travel Guide Ad Sizes

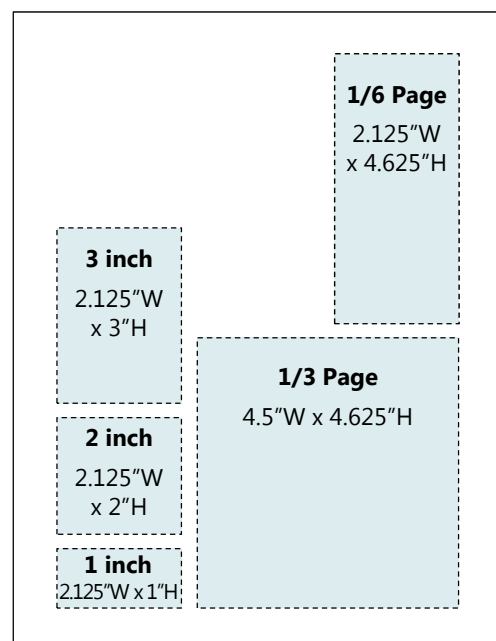


Image Credit: Jupiterimages

### Print Advertising Specifications

### Ad Close Dates

2017 Issue	Space Close	Materials Due	First Possible In Home Date
Jan/Feb	11/1/2016	11/8/2016	12/20/2016
Mar/Apr	1/4/2017	1/11/2017	2/21/2017
May	3/3/2017	3/10/2017	4/21/2017
Jun	4/3/2017	4/10/2017	5/22/2017
Jul/Aug	5/1/2017	5/8/2017	6/22/2017
Sep	7/3/2017	7/10/2017	8/23/2017
Oct	8/1/2017	8/8/2017	9/22/2017
Nov/Dec	9/1/2017	9/8/2017	10/21/2017



### Ad Sizes

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#### 1/6 Page

**Vertical**  
2.125"W x 4.625"H

### Digital Ad Requirements

All ads must be uploaded to <https://acepubs.sendmyad.com>

- Ads must be submitted as a **PDF/X1a**
- File must be flattened prior to saving as a PDF/X1a
- 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
- Fonts should be imbedded
- All marks including trim, bleed, center and color bars should be included in all colors and outside of the bleed area with offset at .1667 inch

Please be sure that your advertisement is created to specifications prior to uploading. Your first upload on <https://acepubs.sendmyad.com> is FREE. Additional ad uploads may incur additional production charges.

**Production questions?** Contact: **JoAnn Granich** • 714-885-2383 • [granich.joann@aaa-calif.com](mailto:granich.joann@aaa-calif.com)





## EDITORIAL OVERVIEW:

AAA Westways is a magazine written and edited specifically for Automobile Club members in Southern California. It offers 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 per year

## TOTAL PAID & VERIFIED CIRCULATION

	June 2015 Issue	%	Rate Base	Above (Below)	%Above (Below)
<b>Subscriptions</b>					
Paid*	4,288,949	100%			
Verified	N/A				
<b>Total Paid &amp; Verified Subscriptions</b>	<b>4,288,949</b>	<b>100%</b>			
Single Copy Sales	N/A				
<b>Total Paid &amp; Verified Circulation</b>	<b>4,288,949</b>	<b>100%</b>	<b>4,250,000</b>	<b>38,949</b>	<b>0.9%</b>

## PAID CIRCULATION BY ISSUE

Issue	Paid Circulation
Jan/Feb 2016	4,258,025
Mar/Apr 2016	4,250,528
May 2016	4,281,662
June 2016	4,288,949



## 3 YEAR TREND

	2014	%	2015	%	2016	%
<b>Subscriptions</b>						
Paid	4,134,912		4,221,654		4,288,949	
Verified	N/A		N/A		N/A	
<b>Total Paid &amp; Verified Subscriptions</b>	<b>4,134,912</b>	<b>100.0%</b>	<b>4,221,654</b>	<b>100.0%</b>	<b>4,288,949</b>	<b>100.0%</b>
Single Copy Sales	N/A		N/A		N/A	
<b>Total Paid &amp; Verified Circulation</b>	<b>4,134,912</b>	<b>100.0%</b>	<b>4,221,654</b>	<b>100.0%</b>	<b>4,288,949</b>	<b>100.0%</b>
Year Over Year Percent of Change				<b>2.1%</b>		<b>1.6%</b>
Average Annualized Subscription Price	\$2.00		\$2.00		\$2.00	

\*Membership subscription in force as of April 30, 2016

**CIRCULATION BY STATE AS OF JUNE 30, 2016**

State	Paid Subscriptions	State	Paid Subscriptions
Alabama	321	Ohio	912
Arizona	6,119	Oklahoma	522
Arkansas	339	Oregon	3,108
California	4,238,590	Pennsylvania	928
Colorado	2,516	Rhode Island	111
Connecticut	371	South Carolina	488
Delaware	69	South Dakota	338
District of Columbia	188	Tennessee	940
Florida	2,652	Texas	5,233
Georgia	1,150	Utah	1,340
Idaho	1,238	Vermont	71
Illinois	1,167	Virginia	1,229
Indiana	523	Washington	3,810
Iowa	278	West Virginia	78
Kansas	364	Wisconsin	431
Kentucky	328	Wyoming	239
Louisiana	405		
Maine	179	<b>TOTAL 48</b>	
Maryland	578	<b>CONTERMINOUS</b>	<b>4,291,085</b>
Massachusetts	936	<b>STATES</b>	
Michigan	792		
Minnesota	502	Alaska	233
Mississippi	219	Hawaii	1,207
Missouri	685	<b>TOTAL ALASKA &amp;</b>	<b>1,440</b>
Montana	500	<b>HAWAII</b>	
Nebraska	179		
Nevada	5,135	U.S. Unclassified	-
New Hampshire	168	<b>TOTAL UNITED</b>	<b>4,292,525</b>
New Jersey	684	<b>STATES</b>	
New Mexico	687		
New York	2,144	Poss. & Other Areas	54
North Carolina	1,203	<b>U.S. &amp; POSS., etc.</b>	<b>4,292,579</b>
North Dakota	98	Canada	-
		International	-
		Other Unclassified	-
		Military or Civilian	156
		Personnel Overseas	
		<b>GRAND TOTAL</b>	<b>4,292,735</b>

**DMA PAID SUBSCRIPTIONS BREAKDOWN AS OF JUNE 30, 2016**

Bakersfield	76,909	Monterey-Salinas	1,936
Chico-Redding	1,071	Palm Springs	385,115
El Centro	6,483	Sacramento-Stockton-Modesto	6,176
Eureka	665	San Diego	529,821
Fresno-Visalia	38,073	San Francisco-Oakland-San Jose	15,371
Los Angeles	3,039,224	Santa Barbara-Santa Maria-SLO	132,901
		Other	4,845
		<b>TOTAL DMA - Southern California</b>	<b>4,238,590</b>

# Westways

## VERIFICATION OF CIRCULATION

USPS Form 3548

<b>Publication Title</b>	Westways	<b>Issue Verified</b>	June 2016
<b>Issue Frequency</b>	8 times per year	<b>Date</b>	April 28, 2015

### Distribution Information

Total Number of Direct Subscriptions <i>(Including gift subscriptions)</i>	None
Total Number of Subscriptions as Part of Dues	4,288,949
Total Number of Paid Subscriptions Through Agents	None
Total Number of Direct Requests Including Internet and Telephone <i>(Only for requester publications)</i>	None
Single Copies Sold Over Counter, Coin Machines, Street Vendors	None
Copies Furnished to News Agents and Dealers	None
Copies Purchased in Bulk Other Than News Agents and Dealers/Bulk Requests <i>(Not invariably paid)</i>	None
Other Requested Copies	None
Advertiser Proof Copies <i>(No more than one copy per advertiser)</i>	None
Exchange Copies	None
Other Paid Circulation <i>(Specify)</i>	None
Nonsubscriber or Nonrequester Copies <i>(Other)</i>	121,730
<b>Total Paid/Requester Circulation</b>	<b>4,288,949</b>
<b>Total Distribution</b>	<b>4,410,679</b>
Copies Furnished to News Agents and Not Sold <i>(Returned or destroyed)</i>	None
Office Copies, Spoiled Checking Copies, etc.	10,205
<b>Total Production</b>	<b>4,420,884</b>
<b>Percent Paid/Request Circulation</b>	<b>97.2%</b>

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

  
 VINCE TORRENUOVA  
 Postal Affairs

  
 TAMARA HILL  
 Publisher

  
 KATHY BOWYER  
 Manager Advertising Sales

Date Signed: 7/13/14

### Rate Card 62

### Effective January 2017

#### 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: Publication Sales  
3333 Fairview Road,  
Mail Stop A327  
Costa Mesa, CA 92626-1698  
Tel: 714-885-2356  
Fax: 714-885-2335

#### 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 Automobile Club of Southern California, the publisher of *Westways* ("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 "CLIENT," unless an "AGENCY" is also designated in the IO, in which event, the party designated as "AGENCY" shall be the Advertiser hereunder. The publication indicated 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, but subject to paragraph G below, 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 such termination by Publisher. Such termination shall be effective in accordance with the provisions of paragraph R below.

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 below)

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 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" (good until cancelled) 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 under this paragraph 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, 2017 is the Issue Date of the Issue designated "January/February 2017".) 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 *Westways*, 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, 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 unless Advertiser and Publisher have initialed or executed an Agreement to Mediate, in which event, such Agreement to Mediate shall govern.

## **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 *Westways* 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 (unless approved in advance in writing by Publisher in its sole discretion) include, but are not limited to, the following: (1) distilled spirits, tobacco products, any type of cigarettes, collectible coins, and precious metals; (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*.