



## The AAA brand influences both readership and buying habits

AAA is one of the most recognized brands in the world. Now you can put that power to work for you by going directly into the homes of all AAA members in Alabama. **Alabama Journey** magazine is published six times per year and features travel, automotive, and lifestyle editorial.

The key to AAA's high-return advertising programs is trust. Because active, affluent members trust AAA's reliable, high quality service, they use it to make their travel plans, insure their cars and homes, and to help when they are stranded on the side of the road. There's simply no better time and place to influence their buying decisions than in **Alabama Journey** magazine.



Alabama  
**Journey**

# Alabama JOURNEY

THE MAGAZINE FOR AAA ALABAMA MEMBERS

WHAT'S COMING IN 2012

## JANUARY/FEBRUARY

**MONTGOMERY'S NEW LOOK:** The Alley Entertainment District was the catalyst of the revitalization of downtown Montgomery. We'll highlight the hot spots.

**ALASKA DISNEY CRUISE:** What are two grownups without kids doing on this Disney cruise? Plenty!

**DOWN HOME WITH:** We interview an oyster gardener in Orange Beach. The CVB is sponsoring workshops to teach volunteers to grow oysters to help restore local bays.

**CHARLOTTE IS FOR MUSEUM LOVERS:** Three recently opened sites rev up this North Carolina town.

## MARCH/APRIL

**ALABAMA GULF COAST ZOO:** After being hit by hurricanes for years, this zoo decides to pack up its animals and move inland. It opens a new environmentally sustainable property this spring.

**HIGH TIMES IN HAWAII:** We take you to the highest points on each of Hawaii's major islands.

**SPLINTER HILL BOG:** This preserve opens to the public from March to mid-October.

**DOWN HOME WITH:** We interview Eddie Aldridge of Aldridge Gardens in Hoover. The noted nurseryman discovered and patented the Snowflake Hydrangea.

## MAY/JUNE

**ARTS RENAISSANCE IN HISTORIC DOWNTOWN MOBILE.** A look at the growing arts scene and tell readers about the numerous ways they can enjoy both visual and performing arts.

**SWISS TIME:** See the country by train, streetcar, funicular and mountain goat.

**ALABAMA WINE FESTIVALS:** We highlight the best taking place during this time.

**LAKE CHARLES, LA:** A tour of the interesting architecture in the Charpentier Historic District.

**DOWN HOME WITH:** We interview a monk about the Ave Maria Grotto in Cullman, also known as "Jerusalem in Miniature."

## JULY/AUGUST

**LITERARY ALABAMA:** We'll explore the towns of famous homegrown authors such as F. Scott Fitzgerald (Montgomery), Truman Capote and Lee Harper (Monroeville), and Fanny Flagg (Eastern Shore).

**MOUNT KILIMANJARO:** Writer and actor Andrew McCarthy climbs to the top of Africa's highest peak. (Abercrombie & Kent tour)

**LOUISIANA BAYOU COUNTRY:** Discover this lowland area from Lafayette to New Orleans, chiefly along US 90, where graceful antebellum mansions beckon amid moss-draped live oaks.

**NEW ARTS CENTER:** Decatur opens a new North Alabama Center for the arts this fall.

## SEPTEMBER/OCTOBER

**BIRMINGHAM—FAMILY REUNION CAPITAL OF ALABAMA:** Its public library is considered by some to be the best place for genealogy research in the country, and the CVB holds a family reunion workshop in October, inviting everyone from genealogists to caterers.

**CUBA:** Learn about the people and culture of this up and coming tourist destination.

**DOWN HOME WITH:** We interview an artisan from the Alabama Black Belt region, a place where seeks to preserve the skills of local artists for future generations.

## NOVEMBER/DECEMBER

**CHRISTMAS AT BELLINGRATH GARDENS:** Three million twinkling lights and 900 displays decorate the 65-acre estate. Guests can enjoy them to the tune of nightly choral performances.

**NEW ZEALAND ADVENTURE:** Green, gourmet, and geothermal wonders in and around Wellington.

**ROMANTIC CORONADO ISLAND, SAN DIEGO:** A couple rekindles their relationship at this enchanting locale with a gondola ride, beach walks, and seaside dinners.

## DEADLINES

	J/F	M/A	M/J	J/A	S/O	N/D
Space:	10/28	1/3	2/27	4/30	7/2	8/27
Materials:	11/4	1/6	3/2	5/4	7/6	8/31

Circulation: 195,000

Total Alabama Journey readers: 429,000



Call your local sales representative today to reserve your space in Alabama Journey.

# Audience Profile

# 2012

Circulation Region: Alabama

Circulation: 195,000 ♦ Audience: 429,000



- ♦ On average, AAA members in Alabama/Mississippi earn a household income that is \$19,600 greater than non-members in the region.
- ♦ AAA Alabama/Mississippi members are 55 percent more likely to have graduated college than non-members in the region.
- ♦ When compared to the average Alabama/Mississippi adult, AAA members spend more, travel more often, and live more active lifestyles.



Alabama		Audience	Composition	Coverage	Index
Men		207,000	48%	11%	91
Women		222,000	52%	13%	110
Married		296,000	69%	15%	124
Household Income					
\$60,000+		275,000	64%	20%	165
\$75,000+		177,000	41%	19%	153
\$100,000+		98,000	23%	20%	165
\$150,000+		37,000	9%	21%	173
Average HHI	\$75,000				
Median HHI	\$69,300				
Age					
18-34		66,000	15%	6%	52
35-54		147,000	34%	11%	90
55-64		90,000	21%	18%	151
65+		126,000	30%	19%	157
Median Age	55.2 years				
Education					
Attended college		271,000	63%	16%	128
Bachelor's degree+		151,000	35%	18%	149
Home					
Own Home		389,000	91%	15%	122
Median home value	\$161,971				
Mean home value	\$178,424				

Source: 2011 Doublebase, prototype; GfK MRI



# Readership

# 2012

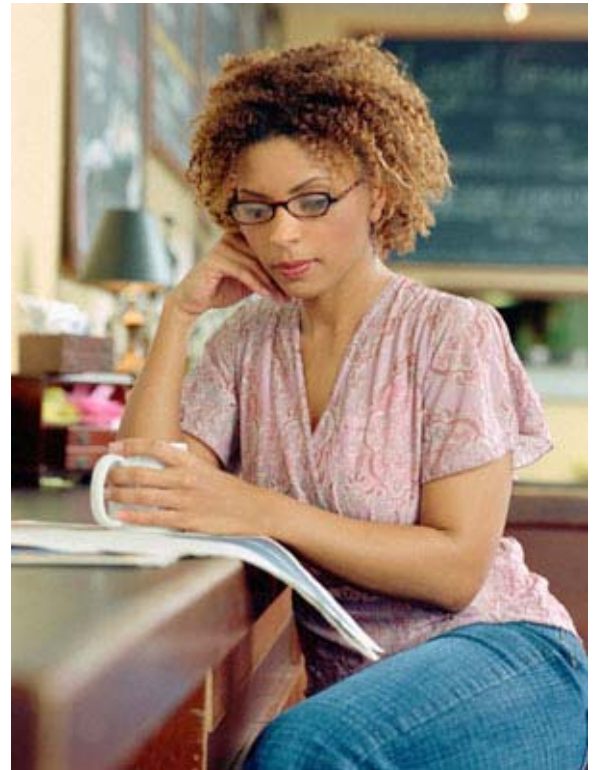
Circulation Region: Alabama

Circulation: 195,000 ♦ Audience: 429,000

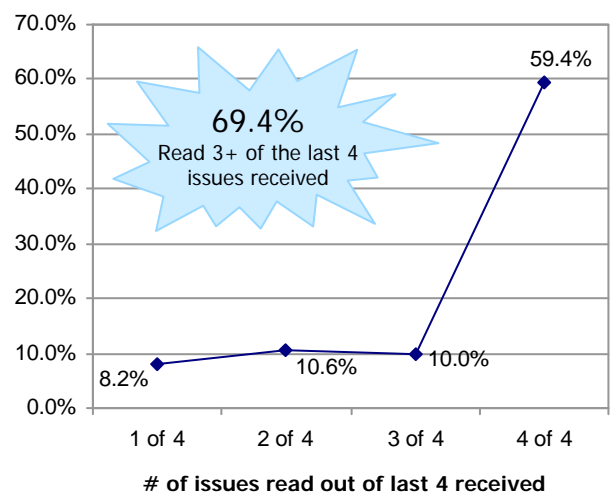
- Another glowing testimony to the editorial excellence of **Alabama Journey** and its unprecedented readership by AAA members who rarely miss an issue.
- Readers take 22.8 minutes, on average, out of their busy schedules to spend reading an issue.

## Actions taken as a result of reading Alabama Journey in the past year:

Took Any Action	78.1%
Became Aware of AAA discount(s) and Used/received AAA discount(s)	49.1%
Visited/Contacted AAA office	30.0%
Visited AAA.com	19.1%
Visited an Advertiser's Web Site or Contacted an Advertiser Directly for Information	17.9%
Used AAA Tour Book	16.0%
Made Reservations or Bought Tickets	14.5%
Traveled to a Destination Advertised or Written About	14.0%
Called a Toll-Free Number	11.5%
Obtained Information on a Product or Service Advertised	9.9%
Planned or Modified Existing Plans for a Trip	9.3%
Called or Visited AAA Travel Agent	7.9%



## Alabama Journey Readership



Source: 2011 AL Journey Reader Profile Study, GfK MRI Market Solutions



# Regional Travel

# 2012

Circulation Region: Alabama

Circulation: 195,000 ♦ Audience: 429,000

- ♦ 80.3% of Alabama Journey readers took at least one overnight domestic trip in the past year

## Regional areas visited in the past year

Birmingham	52.9%
Atlanta, GA	45.5%
Orange Beach/Gulf Shores	42.9%
Montgomery	37.3%
Huntsville	32.1%
Mobile	30.5%
Destin	29.8%
Nashville, TN	28.8%
Auburn/Opelika	28.1%
Tuscaloosa	26.7%
Pensacola	23.5%
Fairhope	21.3%
Chattanooga, TN	20.4%
Decatur	19.6%
Panama City	18.5%
New Orleans, LA	17.9%
Daphne	16.3%
Guntersville	15.4%
Memphis, TN	15.3%
Orlando	14.8%
Anniston	14.6%
Knoxville, TN	14.1%
Gadsden	12.6%
Fort Walton Beach	11.2%
Tallahadega	11.0%
The Shoals Metro Area	8.5%
New York, NY	7.7%
Tampa	7.6%
Selma	6.8%
Jackson, MS	6.8%
Miami	5.7%
Tallahassee	5.5%
Tuscumbia	5.4%
Daytona Beach	4.0%
Little Rock, AR	3.5%
Boston, MA	3.2%
Eufaula	2.9%



**Readers choose Alabama areas as their most popular reader vacation spots**

Source: 2011 AL Journey Reader Profile Study, GfK MRI Market Solutions



# General Advertising Rates

# 2012

All rates are Gross

Rate Card #5  
Effective January 2012



Rate Base: 195,000 ♦ Total Readers: 429,000

Circulation Region: Alabama

	1X	3X	6X
<b>4 Color</b>			
Full Page	\$ 6,430	\$ 6,110	\$ 5,790
2/3 Page	4,500	4,280	4,050
1/2 Page	3,980	3,780	3,580
1/3 Page	2,380	2,260	2,140
1/6 Page	1,410	1,340	1,270
<b>B&amp;W</b>			
Full Page	\$ 5,140	\$ 4,880	\$ 4,630
2/3 Page	3,600	3,420	3,240
1/2 Page	3,190	3,030	2,870
1/3 Page	1,900	1,810	1,710
1/6 Page	1,130	1,070	1,020
<b>Cover 2</b>	\$ 7,390	\$ 7,020	\$ 6,650
<b>Cover 3</b>	\$ 7,070	\$ 6,720	\$ 6,360
<b>Cover 4</b>	\$ 6,430	\$ 6,110	\$ 5,790



# Ad Close Dates 2012

Rate Card #5  
Effective January 2012



Rate Base: 195,000 ♦ Total Readers: 429,000  
Circulation Region: Alabama

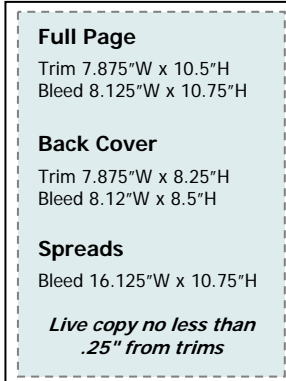
<u>Issue Date</u>	<u>Ad Close</u>	<u>Materials Due</u>
January/February	10/28/11	11/04/11
March/April	01/03/12	01/06/12
May/June	02/27/12	03/02/12
July/August	04/30/12	05/04/12
September/October	07/02/12	07/06/12
November/December	08/27/12	08/31/12



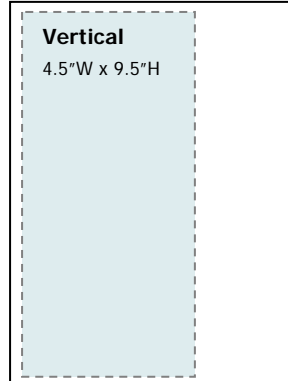
# Production Specifications

# 2012

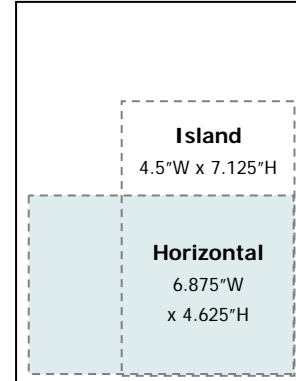
## Full Page, Back Cover & Spreads



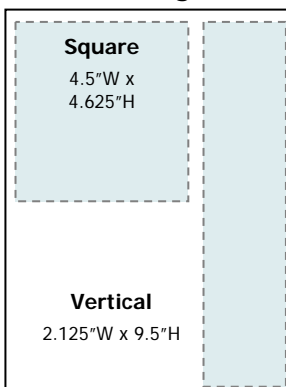
## 2/3 Page



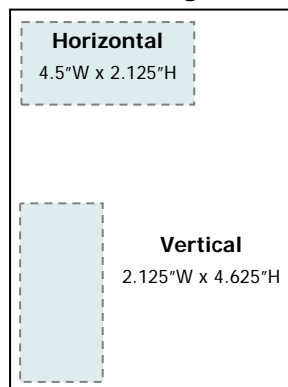
## 1/2 Page



## 1/3 Page



## 1/6 Page



### PRODUCTION SPECIFICATIONS

All 4/C images should be supplied CMYK at a resolution of 300 dpi at 100% final size, and a maximum color density of 300. Advertising will be accepted via ftp site or on a disk. Ads will not be accepted by e-mail.

### FTP SITE INFORMATION

FTP IP: 204.118.110.42

Login Name: vendor Password: autoclub

1. Place in a folder identified with issue date, publication, ad name:

Example: 0912\_Alabama\_Hertz

2. Stuff or zip the folder. Include native files, fonts, high res graphics, and a low res pdf.

3. Place in proper publication folder within "UPLOAD\_ADS\_HERE" folder. Ads for each publication should be placed in that publication's folder.

4. Send confirmation e-mail for *Alabama Journey* to moritz.miriam@aaa-calif.com

### DIGITAL AD SUPPLIED ON A DISK

Materials will be accepted on CD or DVD. Preferred programs include QuarkXpress, InDesign, Illustrator and Photoshop. Provide all fonts and high res images; include a print-out of fonts and graphics. If you are supplying a pdf, please include native files, fonts and graphics. Supplied digital ads require a SWOP standard color proof.

### SHIPPING INSTRUCTIONS

Send ALL materials to:

Miriam Moritz

*Alabama Journey*

3333 Fairview Road, A327

Costa Mesa, CA 92626-1698

Tel: 714-885-2392

Fax: 714-885-1109

moritz.miriam@aaa-calif.com





# Alabama Journey

For the six months ended  
June 30, 2011

## USPS 3541 Circulation Verification

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

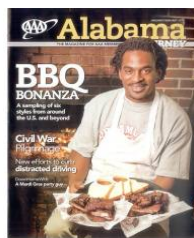
Frequency: 6 times/year

### TOTAL AVERAGE PAID & VERIFIED CIRCULATION

	Average for the Statement Period	%	Rate Base	Above (Below)	% Above (Below)
<b>Subscriptions</b>					
Paid	195,294	100%			
Verified	N/A				
<b>Total Paid &amp; Verified Subscriptions</b>	<b>195,294</b>	<b>100%</b>			
Single Copy Sales	N/A				
<b>Total Paid &amp; Verified Circulation</b>	<b>195,294</b>	<b>100%</b>	<b>180,000</b>	<b>15,294</b>	<b>7.8%</b>

### PAID CIRCULATION BY ISSUE

Issue	Paid Circulation
Jan/Feb	194,398
Mar/Apr	193,529
May/Jun	197,954



### 3 YEAR TREND

	2009	%	2010	%	2011	%
<b>Subscriptions:</b>						
Paid	178,708	100.0	184,723	100.0	195,294	100.0
Verified	N/A		N/A		0	
<b>Total Paid &amp; Verified Subscriptions</b>	<b>178,708</b>	<b>100.0</b>	<b>184,723</b>	<b>100.0</b>	<b>195,294</b>	<b>100.0</b>
Single Copy Sales	N/A		N/A		N/A	
<b>Total Paid &amp; Verified Circulation</b>	<b>178,708</b>	<b>100.0</b>	<b>184,723</b>	<b>100.0</b>	<b>195,294</b>	<b>100.0</b>
Year Over Year Percent of Change		NA		3.4%		5.7%
Average Annualized Subscription Price	\$2.00		\$2.00		\$2.00	

## CIRCULATION BY STATE - for the May/June 2011 issue

State	Paid Subscriptions	State	Paid Subscriptions
Alabama	196,850	Ohio	20
Arizona	17	Oklahoma	11
Arkansas	9	Oregon	9
California	60	Pennsylvania	18
Colorado	22	Rhode Island	2
Connecticut	5	South Carolina	23
Delaware	3	South Dakota	3
District of Columbia	6	Tennessee	81
Florida	140	Texas	87
Georgia	164	Utah	6
Idaho	4	Vermont	1
Illinois	23	Virginia	59
Indiana	16	Washington	13
Iowa	5	West Virginia	5
Kansas	2	Wisconsin	-
Kentucky	19	Wyoming	1
Louisiana	37	<b>TOTAL 48</b>	
Maine	3	<b>CONTERMINOUS</b>	<b>197,945</b>
Maryland	13	<b>STATES</b>	
Massachusetts	13		
Michigan	10	Alaska	5
Minnesota	3	Hawaii	4
Mississippi	44	<b>TOTAL ALASKA &amp;</b>	<b>9</b>
Missouri	18	<b>HAWAII</b>	
Montana	4		
Nebraska	4	U.S. Unclassified	-
Nevada	7	<b>TOTAL UNITED</b>	<b>197,954</b>
New Hampshire	2	<b>STATES</b>	
New Jersey	13	Poss. & Other	-
New Mexico	9	Areas	-
New York	21	<b>U.S. &amp; POSS., etc.</b>	<b>197,954</b>
North Carolina	58	Canada	-
North Dakota	2	International	-
		Other Unclassified	-
		Military or Civilian	-
		Personnel Overseas	-
		<b>GRAND TOTAL</b>	<b>197,954</b>

## CIRCULATION BY DMA - Alabama

DMA	Paid Subscriptions
Birmingham-Anniston-Tuscaloosa	89,007
Dothan	7,140
Huntsville-Decatur-Florence	42,402
Montgomery-Selma	21,466
<b>Total DMA - Alabama</b>	<b>160,015</b>

# ANALYSIS OF TOTAL NEW AND RENEWAL PAID INDIVIDUAL SUBSCRIPTIONS

Total gross subscriptions (new and renewal) sold in the six month period ended June 30, 2011

DURATION			USE OF PREMIUMS		
		%			%
a.	One to six months (1 to 3 issues)	None	a.	Ordered without premium	105,933 100%
b.	Seven to eleven months (4 to 5 issues)	None	b.	Ordered with material reprinted from this publication	None
c.	Twelve months (6 issues)	105,933 100%	c.	Ordered with other premiums	None
d.	Thirteen to twenty-four months	None		<b>Total Subscriptions Sold in Period</b>	<b>105,933 100%</b>
e.	Twenty-five months and more	None			
<b>Total Subscriptions Sold in Period</b>		<b>105,933 100%</b>			

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	105,933	100%
<b>Total Subscriptions Sold in Period</b>		<b>105,933</b>	<b>100%</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: AAA Alabama  
 AAA Alabama Journey  
 2400 Acton Road  
 Birmingham, AL 35243-2902  
 P: 205-978-7000  
 F: 205-978-7044  
 www.aaa.com

JIM DOOLEY-GREEN                      TAMARA HILL  
 Postal Affairs/Circulation/Distribution      Publisher

Dated Signed: August 17, 2011

# Advertiser Information

## 2012

### Rate Card 5 Effective January 2012

#### 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.

##### 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:

*Alabama Journey*  
Attn: Lynda Volman  
3333 Fairview Road,  
Mail Stop A327  
Costa Mesa, CA 92626-1698  
Tel: 714-885-2388  
Fax: 714-885-1109  
Volman.Lynda@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 AAA Alabama ("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 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.



# Advertiser Information

## 2012

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, 2012 is the Issue Date of the Issue designated "January/February 2012.") 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 AAA Alabama, 3333 Fairview Road, A327, Costa Mesa, California 92626, 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 Alabama. Any legal action relating to this Contract shall be brought in a State or Federal Court sitting in the County of Jefferson, State of Alabama.

### ADVERTISING POLICY GUIDELINES

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

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 *Alabama Journey* 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 AAA Northern New England 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 *Alabama Journey*.

