



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 Texas. **Texas 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 **Texas Journey** magazine.



JANUARY/FEBRUARY

NORTH TEXAS MUSIC SCENE: Austin may be the king of live music, but Denton, about an hour north of Dallas, also has festivals, clubs, and other small venues worth checking out.

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

BEALE STREET, MEMPHIS: A music lover hits Beale Street, where the blues were born and where the clubs and juke joints of today keep the legacy alive.

DAY TRIP: El Paso

LOCAL COLOR: We interview a contender in Saint Arnold Brewing Company's One Pot Showdown.

MARCH/APRIL

LOUISE HOPKINS UNDERWOOD CENTER FOR THE ARTS: This cultural center made up of a patchwork of industrial buildings in downtown Lubbock offers a surprising amount of activity.

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

ROSEMARY BEACH, FL: This award-winning beach town is designed for walking, cycling, and relaxing.

DAY TRIP: Lost Pines in Bastrop County

LOCAL COLOR: Interview with chairwoman of the Irish Flat cultural area at annual Night in Old San Antonio.

MAY/JUNE

CULINARY INSTITUTE OF AMERICA: The newest campus is in San Antonio, offering cooking classes, demos, and an on-site bakery and restaurant.

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

BOULDER, CO: Recently rated the No. 1 Sports Town in America by *Outside* magazine, this town has plenty of diversions for adventurers.

DAY TRIP: The Woodlands, 40 minutes north of Houston

LOCAL COLOR: Interview with a tour guide at Seminole Canyon State Park. Busy season is March–May.

JULY/AUGUST

KAYAK ADVENTURES, THREE WAYS: Saltwater fishing on the coast; art kayak tours near Galveston; and multiday Rio Grande trips in the Big Bend area.

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

CLOUDCROFT, NM: This cool mountain town is popular among Texans looking to escape the summer heat.

DAY TRIP: Bryan/College Station

LOCAL COLOR: An interview Jeff Henry who designed new rides at Schlitterbahn Water Park in New Braunfels.

SEPTEMBER/OCTOBER

WORLD BIRDING CENTER: A look at the varied habitats that make up this amazing network of nine nature sites situated in the lower Rio Grand Valley.

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

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.

DAY TRIP: Plano, home of the popular Hot Air Balloon Festival held in September

LOCAL COLOR: Kim McPherson of McPherson Cellars in Lubbock talks about the Tempranillo grape, the latest varietal on the Texas wine scene.

NOVEMBER/DECEMBER

HOUSTON SPACE CENTER'S LEVEL 9 TOUR: Our writer goes behind the scenes to see Mission Control and the astronaut training area.

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.

LOCAL COLOR: Interview with the actor who portrays King Henry VIII at the Texas Renaissance Festival.

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: 880,000

Total Texas Journey readers: 1,848,000

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



Audience Profile

2012

Circulation Region: Texas

Circulation: 880,000 ♦ Audience: 1,848,000



- ♦ When compared to the average Texan, Texas Journey readers spend more, travel more often, and live more active lifestyles.
- ♦ On average, Texas Journey reader households earn \$33,300 more than non-reader households in Texas.
- ♦ Texas Journey readers are 101% more likely to have a post-graduate degree than the average Texas adult.



Texas		Audience	Composition	Coverage	Index
Men		810,000	44%	9%	88
Women		1,038,000	56%	12%	112
Married		1,310,000	71%	13%	121
Household Income					
\$60,000+		1,322,000	72%	17%	158
\$75,000+		1,127,000	61%	18%	166
\$100,000+		782,000	42%	18%	171
\$150,000+		326,000	18%	18%	171
\$200,000+		148,000	8%	18%	170
Average HHI	\$101,100				
Median HHI	\$89,700				
Age					
18-34		243,000	13%	4%	38
35-54		661,000	36%	10%	92
55-64		487,000	26%	21%	198
65+		457,000	25%	20%	189
Median Age	55.3 years				
Education					
Attended college		1,276,000	69%	14%	132
Bachelor's degree+		732,000	40%	18%	169
Home					
Own home		1,682,000	91%	14%	131
Median home value	\$188,577				
Mean home value	\$235,462				

Source: 2011 Doublebase, prototype; GfK MRI



Regional Travel

2012

Circulation Region: Texas

Circulation: 880,000 ♦ Audience: 1,848,000

- ♦ 82.8% of Texas Journey readers took at least one overnight domestic trip in the past year.



Top local areas visited in the past year

Dallas/Ft. Worth Metro Area	40.5%
Austin/Hill Country	39.3%
Houston	34.6%
San Antonio	29.4%
Galveston	20.7%
East Texas	16.5%
West Texas	13.8%
Grapevine	13.1%
Denver, CO	11.4%
New Orleans, LA	11.1%
Las Vegas, NV	11.1%
Corpus Christi	9.5%
Los Angeles Area	9.0%
Chicago, IL	8.9%
Oklahoma City, OK	8.6%
Lake Charles, LA	8.5%
Shreveport, LA	7.5%
Orlando, FL	7.3%
Lubbock	7.1%

San Francisco Area	7.0%
Albuquerque, NM	6.6%
New York City, NY	6.6%
South Padre Island	6.5%
Phoenix/Scottsdale, AZ	6.4%
Miami/Ft. Lauderdale, FL	6.2%
San Diego, CA	5.9%
Little Rock, AR	5.9%
Panhandle	4.9%
Santa Fe, NM	4.5%
Biloxi/Gulfport, MS	4.5%
El Paso	4.1%
St. Louis, MO	4.1%
Las Cruces, NM	3.2%
Carlsbad, NM	3.1%
Ruidoso, NM	2.9%
Orange County, CA	2.8%
Tucson, AZ	2.0%
None of these	11.9%

Source: 2011 Texas Journey Reader Profile Study, GfK MRI

Texas is the most popular reader vacation spot.



Readership

2012

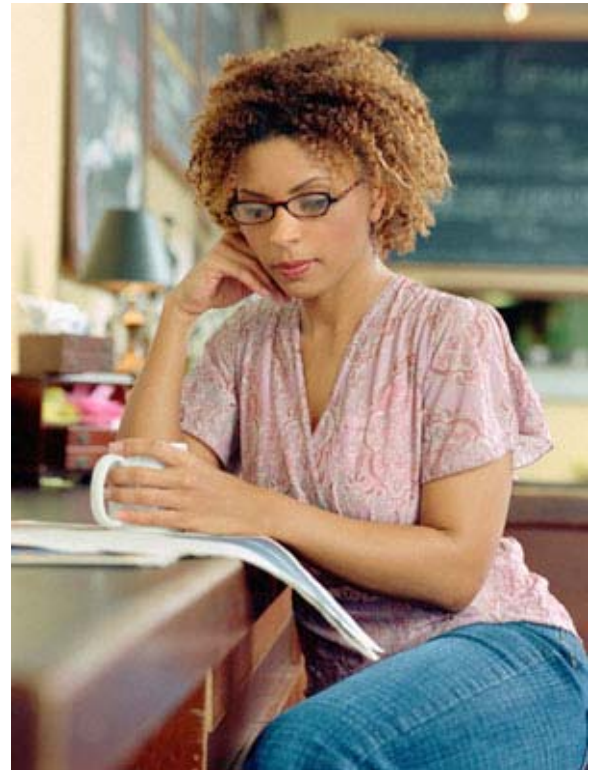
Circulation Region: Texas

Circulation: 880,000 ♦ Audience: 1,848,000

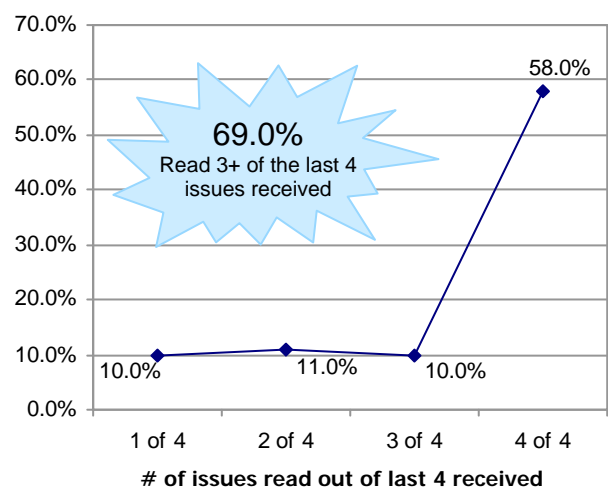
- Another glowing testimony to the editorial excellence of *Texas Journey* and its unprecedented readership by AAA members who rarely miss an issue.
- Readers take 26.2 minutes, on average, out of their busy schedules to spend reading an issue.

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

Took Any Action	76.0%
Became Aware of AAA discount(s) and Used/received AAA discount(s)	46.3%
Visited/Contacted AAA office	22.7%
Visited AAA.com	16.2%
Traveled to a Destination Advertised or Written About	13.8%
Used AAA Tour Book	12.9%
Planned or Modified Existing Plans for a Trip	10.2%
Visited an Advertiser's web site or Contacted an Advertiser Directly for Information	9.6%
Called a Toll-Free Number	9.1%
Made Reservations or Bought Tickets	9.1%
Obtained Information on a Product or Service Advertised	8.7%
Visited Texas Journey Web Site	5.7%
Visited/Contacted AAA Travel Agent	4.3%
Sent for Information Using AAA Magazine Reader Service Card	3.3%



Texas Journey Readership



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



Travel Planning and Booking

2012

Circulation Region: Texas

Circulation: 880,000 ♦ Audience: 1,848,000

Readers of Texas Journey most often look to the magazine for information and travel related information. This is evident from the high percentage of readers who use the magazine when planning a trip.

Sources of information when planning a trip:

Friends or Relatives	50.8%
Texas Journey Magazine	38.0%
Other Websites	34.6%
Other Magazines/Newspapers	25.4%
Direct from Accommodations/ Travel provider	25.1%
Television	18.6%
Books	18.0%
AAA Web Site	16.4%
Other Travel Agency	16.3%
AAA Travel Agency	14.7%

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



Method readers use to make reservations or buy tickets for a trip:

Direct from Travel Provider	61.9%
AAA Travel Agency	11.3%
Other Travel Agency	15.3%
AAA Web Site	7.5%
Other Web Sites	43.8%



General Advertising Rates

2012

All rates are Gross

Rate Card #16
Effective January 2012



Rate Base: 880,000 ♦ Total Readers: 1,848,000

Circulation Region: Texas

	1X	3X	6X
4 Color			
Full Page	\$ 19,410	\$ 18,440	\$ 17,470
2/3 Page	13,610	12,930	12,250
1/2 Page	12,150	11,540	10,940
1/3 Page	7,280	6,920	6,550
1/6 Page	4,280	4,070	3,850
B&W			
Full Page	\$ 15,520	\$ 14,740	\$ 13,970
2/3 Page	10,880	10,340	9,790
1/2 Page	9,710	9,220	8,740
1/3 Page	5,830	5,540	5,250
1/6 Page	3,430	3,260	3,090
Cover 2	\$ 22,340	\$ 21,220	\$ 20,110
Cover 3	21,350	20,280	19,220
Cover 4	19,410	18,440	17,470



Travel Guide Advertising Rates

2012

All rates are Net



Rate Card #16
Effective January 2012

Rate Base: 880,000 ♦ Total Readers: 1,848,000

Circulation Region: Texas

	1X	3X	6X
4 Color			
1/3 Page	\$ 5,490	\$ 5,220	\$ 4,940
1/6 Page	3,200	3,040	2,880
3 inch	2,120	2,010	1,910
2 inch	1,430	1,360	1,290
1 inch	720	680	650
Black & White			
1/3 Page	\$ 4,370	\$ 4,150	\$ 3,930
1/6 Page	2,560	2,430	2,300
3 inch	1,690	1,610	1,520
2 inch	1,130	1,070	1,020
1 inch	580	550	520



Ad Close Dates

2012

Rate Card #16
Effective January 2012

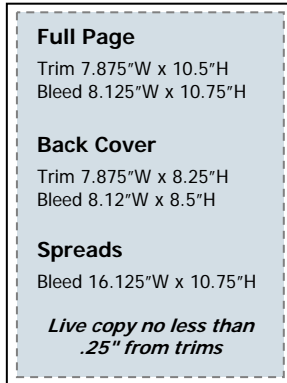


Rate Base: 880,000 ♦ Total Readers: 1,848,000
Circulation Region: Texas

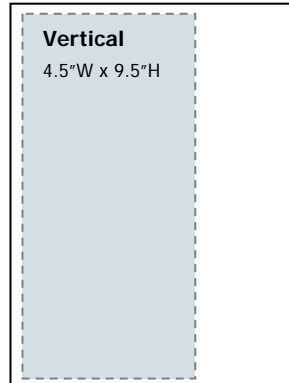
Issue Date	Ad Close	Materials Due
January/February	10/28/11	11/04/11
March/April	01/03/12	01/06/12
May/June	02/27/12	03/02/12
July/August	04/30/12	05/04/12
September/October	07/02/12	07/06/12
November/December	08/27/12	08/31/12



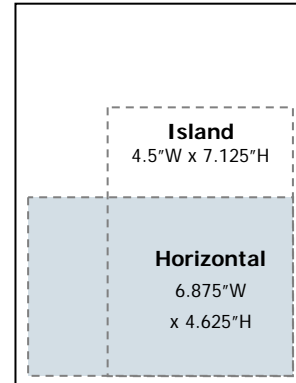
Full Page, Back Cover & Spreads



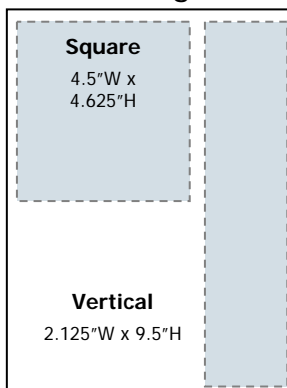
2/3 Page



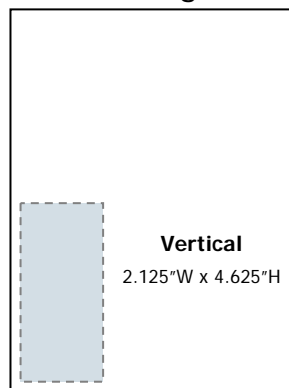
1/2 Page



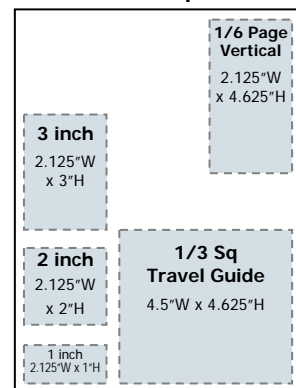
1/3 Page



1/6 Page



Travel Guide/ Marketplace



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: 1112_Texas_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 *Texas 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
Texas Journey
3333 Fairview Road, A327
Costa Mesa, CA 92626-1698
Tel: 714-885-2392
Fax: 714-885-1109
E-mail: moritz.miriam@aaa-calif.com





For the six months ended
June 30, 2011

USPS 3541 Circulation Verification

Editorial Overview: AAA TEXAS JOURNEY is a magazine edited for Automobile Club members in Texas. 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)
Subscriptions					
Paid	880,750	100%			
Verified	N/A				
Total Paid & Verified Subscriptions	880,750	100%			
Single Copy Sales	N/A				
Total Paid & Verified Circulation	880,750	100%	842,000	38,750	4.4%

PAID CIRCULATION BY ISSUE

Issue	Paid Circulation
Jan/Feb	875,083
Mar/Apr	876,857
May/June	890,310



3 YEAR TREND

	2009	%	2010	%	2011	%
Subscriptions:						
Paid	828,929	100.0	843,656	100.0	880,750	100.0
Verified	N/A		N/A		N/A	
Total Paid & Verified Subscriptions	828,929	100.0	843,656	100.0	880,750	100.0
Single Copy Sales	N/A		N/A		N/A	
Total Paid & Verified Circulation	828,929	100.0	843,656	100.0	880,750	100.0
Year Over Year Percent of Change				1.8%		4.4%
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	173	Ohio	328
Arizona	486	Oklahoma	509
Arkansas	276	Oregon	170
California	1,851	Pennsylvania	317
Colorado	574	Rhode Island	32
Connecticut	111	South Carolina	144
Delaware	24	South Dakota	52
District of Columbia	47	Tennessee	270
Florida	866	Texas	878,048
Georgia	343	Utah	107
Idaho	70	Vermont	25
Illinois	322	Virginia	482
Indiana	164	Washington	362
Iowa	119	West Virginia	37
Kansas	187	Wisconsin	122
Kentucky	131	Wyoming	33
Louisiana	469		
Maine	57	TOTAL 48	
Maryland	236	CONTERMINOUS	890,189
Massachusetts	206	STATES	
Michigan	209		
Minnesota	157	Alaska	54
Mississippi	110	Hawaii	55
Missouri	286		
Montana	59	TOTAL ALASKA &	109
Nebraska	77	HAWAII	
Nevada	238		
New Hampshire	43	U.S. Unclassified	-
New Jersey	224		
New Mexico	323	TOTAL UNITED	890,298
New York	359	STATES	
North Carolina	340	Poss. & Other	12
North Dakota	14	Areas	
		U.S. & POSS., etc.	890,310
		Canada	-
		International	-
		Other Unclassified	-
		Military or Civilian	-
		Personnel Overseas	-
		GRAND TOTAL	890,310

CIRCULATION BY DMA - Texas

DMA	Paid Subscriptions	DMA	Paid Subscriptions
Abilene-Sweetwater	5,110	Houston	288,850
Amarillo	10,496	Laredo	1,231
Austin	88,493	Lubbock	8,672
Beaumont-Port Arthur	8,363	Odessa-Midland	6,293
Corpus Christi	10,569	San Angelo	2,638
Dallas-Ft Worth	293,200	San Antonio	86,749
El Paso	11,921	Tyler-Longview	16,751
Harlingen-Weslaco-Brownsville-McAllen	9,145	Victoria	1,597
		TOTAL DMA - Texas	850,078

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	475,158	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)	475,158	100%	c.	Ordered with other premiums	None	
d.	Thirteen to twenty-four months	None		Total Subscriptions Sold in Period		475,158	100%
e.	Twenty-five months and more	None					
Total Subscriptions Sold in Period		475,158	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	475,158	100%
Total Subscriptions Sold in Period		475,158	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: AAA Texas
 AAA Texas Journey
 6555 North State Highway 161
 Irving, TX 75039-2402
 P: 469-221-6006
 F: 469-221-6055
 www.aaa.com

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

Dated Signed: August 17, 2011

Advertiser Information

2012

Rate Card 16 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.

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:

Texas 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 AAA Texas ("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



Advertiser Information

2012

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, 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 Texas, 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 *Texas 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 *Texas 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 Texas 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 *Texas Journey*.

