



# **POLITICAL ADVERTISING DISCLOSURE STATEMENT**

of

## **KWWL Television**

**(inclusive of KWWL-NBC, NWWL-Heros & Icons and OWWL-MeTV Networks)**

**This Disclosure Statement is Effective for the Period  
Beginning on April 23, 2022  
and  
Ending on June 7, 2022  
(2022 Iowa Primary Election)**

Revised January 7, 2022

## Section 1 - **INTRODUCTION**

Thank you for your interest in purchasing political advertising from KWWL Television (the “Station”). It is our desire to furnish you complete information concerning our various advertising rates and policies and to assist you in making an informed decision concerning the purchase of advertising on our Station. In addition, we explain in this Disclosure Statement the application of certain provisions of the Communications Act, as amended and the Federal Election Campaign Act that apply to political broadcasting. This Disclosure Statement (“Disclosure Statement”) is being provided to you for that purpose.

Should you have any questions concerning the Disclosure Statement, don’t hesitate to let us know. All inquiries should be directed to:

John Huff  
VP/General Manager  
jhuff@kwwl.com  
319-291-1222

Kelly Jones  
General Sales Manager  
kjones@kwwl.com  
319-291-1221

Don Morehead  
National Sales Manager  
dmorehead@kwwl.com  
319-291-1225

## Section 2 - **EQUAL OPPORTUNITY**

The Station will afford “equal opportunity” as determined by the Federal Communications Commission (“FCC”) for “uses” of the station’s broadcast facility by all legally qualified candidates for the same office.

For purposes of the “equal opportunity” requirement, a “use” is defined as any nonexempt appearance by a candidate on the station’s broadcast facility in which the candidate’s voice or likeness is identified or identifiable. Some candidate appearances in newscasts, news interviews, news documentaries, and involuntarily in the ads of opposing candidates do not normally qualify as a “use” and those appearances may be exempt from the “equal opportunity” law.

## Section 3 - **ADVERTISING RATES**

It is our policy and practice to comply with all applicable FCC requirements with respect to rates charged by our station for political advertising. Thus, within the meaning of the FCC’s rules, it is our policy to extend for the “use” of the Station’s broadcast facility by “legally qualified candidates” during the “lowest unit charge period”—which is the forty-five (45) day period prior to a primary election and the sixty (60) day period prior to a general election—the “lowest unit charge” that the Station extends to its most favored commercial advertisers for purchase of the same class and amount of time for the same period. And we extend for the “use” of the Station’s broadcast facility by “legally qualified” candidates *outside* the applicable 45 and 60 day “lowest unit charge” periods, advertising rates that are comparable to rates we charge to commercial advertisers for comparable uses.

Note that advertising (1) which does not include an appearance by the candidate in which the candidate’s voice or likeness is identified or is identifiable; (2) which is not purchased by the candidate or the candidate’s campaign committee or authorized agent; or (3) which is otherwise exempt by law does not constitute a “use.” Such advertising, therefore, would not qualify for the “lowest unit charge.”

It should be noted that the meaning of the term “use” in connection with the “lowest unit charge” requirement differs from the definition of a “use” for purposes of the “equal opportunity” requirement. For example, please see the definition of a “use” in Section 2.

Finally, *federal* candidates must meet the requirements of the Bipartisan Campaign Finance Reform Act of 2002 (“BCRA”) to qualify for the lowest unit charge. All contracts entered into with federal candidates seeking the lowest unit charge are subject to compliance with the following conditions:

(a) To receive the lowest unit charge during the applicable 45-day and 60-day political windows, a candidate for *federal* office must provide a written certification to the Station stating that his or her advertisements will not mention any opponent unless at the end of such advertisement there appears simultaneously, for a period no less than 4 seconds (i) a clearly identifiable photographic or similar image of the candidate; and (ii) a clearly readable printed statement, identifying the candidate and stating that the candidate has approved the broadcast and that the candidate’s authorized committee paid for the broadcast. Such certifications shall be provided and certified as accurate by the candidate (or any authorized committee of the candidate) at the time of purchase.

(b) Where a federal candidate has supplied the above-referenced certificate, any ads submitted by that candidate must, in fact, comply with the certificate in order to receive the lowest unit charge. In the event that a federal candidate’s ad does not comply with the above-referenced certificate, that candidate will not be eligible for the lowest unit charge for any ads placed during any remaining lowest unit charge windows.

#### Section 4 - **REASONABLE ACCESS BY FEDERAL CANDIDATES**

Federal law affords candidates for federal office “reasonable access” to “use” a broadcast station’s facilities. We will afford “legally qualified” federal candidates, i.e., candidates for President, Vice President, U.S. Senate and U.S. House of Representatives, “reasonable access” for the “use” of our facilities.

#### Section 5 - **ACCESS BY NON-FEDERAL CANDIDATES**

Candidates for state and local office will be afforded access to the Station’s facilities subject to the time demands of federal candidates and our overall advertising availabilities. The Station may find it necessary not to accept or to limit the amount and class of advertising by certain candidates for state and local offices.

#### Section 6 - **HOW OUR ADVERTISING IS SOLD**

Our advertising rates are negotiated and established on an individual basis with each advertiser, and the rates vary depending on the class of time and overall market conditions and advertiser demand at the time the order is placed. Rates fluctuate on a weekly basis according to the class of time ordered. These demand-driven rates will be extended to all political candidates to whom we sell advertising.

We offer to all advertisers the following classes of time: (1) Non Preemptible; (2) Preemptible with Notice; (3) Immediately Preemptible; (5) Orbit; and (6) Rotator. The rates within each class of time vary with supply and demand. The political rate for each class of time is determined by the lowest existing commercial rate within that time class. A description and definition of each class follows:

**Section 1 – Non Preemptible** - This class of time is guaranteed to clear and run (barring any technical difficulty or unanticipated program change), in or adjacent to the specific program or time period ordered. This class of commercial time may not be preempted by any other advertiser and is the Station's highest priority class of time. Approximately 10-20% of all the units sold by the Station fall within the Section 1 class. In the event of a technical error, make-goods will be provided in comparable programming subject to Section 7 below.

**Section 2 – Preemptible with Notice** - This class of time is very likely to clear and run (barring any technical difficulty or unanticipated program change), in or adjacent to the specific program or time period ordered. Section 2 class of time is subject to preemption by an advertiser purchasing a Non Preemptible class of time (Section 1) or by an advertiser paying a higher rate within this class of time. When this occurs, the Station will always attempt to make good the spot within the advertiser's flight, in the same program or time period; and in the event that the program is not available, a similar value program or time period is offered if available. Approximately 35-40% of all the units sold by the Station fall within Section 2 and approximately 10% of these units are preempted and approximately 80% are made good within the advertiser's flight.

**Section 3 – Immediately Preemptible** - This class of time is less likely to clear and run. Section 3 class of time is subject to preemption by an advertiser purchasing a higher priority class of time (Sections 1 and 2) or by an advertiser paying a higher rate within this class of time. When this occurs the Station will attempt to make good the spot within the advertiser's flight, in the same program or time period; and in the event the program or time period is not available, a similar value program or time period is offered, if available. In heavy demand times the clearance and make good percentage diminishes. Approximately 30-40% of all the units sold by the Station fall within Section 3 and approximately 30% of these units are preempted and approximately 60% of these units are made good within the advertiser's flight.

**Section 5 & Section 6 - Rotators** - This class of time is least likely to clear and run and is booked by advertisers who place a value on low rates and less value on when and if the commercial airs. The Station accepts this class of time as part of a package or broad rotation daypart requests. Broad daypart rotations are not published on the rate card, but are available upon request from the Station. Section 5 class of time is subject to preemption by an advertiser purchasing a higher priority class of time (Sections 1 through 3). When this occurs, the Station endeavors to run all the commercials booked within this time class. However, frequently at the Stations discretion the schedules are moved day to day, week to week and month to month. Approximately 5-10% of all units sold by the Station fall within this class and approximately 50% are preempted and approximately less than 50% of these units are made good within the advertiser's flight. If requested, candidates will be furnished any special package likely to run in specific programs or time periods.

It's the Stations practice to offer advertisers its best estimate as to the appropriate Section level that is needed to clear a particular program or time period. However, an advertiser may choose to purchase at a higher Section level to lower the risk of preemption.

It's also the Stations practice to monitor and forecast spot inventory sell-out levels for all dayparts six to eight weeks in advance of air date. The Station may preempt spots in advance of the scheduled flight dates and offer makegoods in the same or similar time periods earlier in the client's flight. These "Flexible Schedule Preemptions" are made only with client approval and are based on the degree of flexibility in a client's ad schedule rather than the Section and/or Rate criteria typically used in the spot preemption process.

## Section 7 - **MAKE GOOD POLICY**

In the event a Preemptible with Notice, Immediately Preemptible, Rotator or a Run-of-Station announcement is preempted, we will attempt to provide and "make good" the announcement in a comparable time period(s) to achieve an audience level comparable to that which might have been estimated or projected by us when the order was placed. The Station cannot guarantee to any advertiser that the make-goods can be provided in the time period or rotation originally ordered. Different classes of time provide different priorities for make-goods (i.e. – "preemptible with notice" ads have a higher priority than "immediately preemptible" ads). If inventory constraints preclude such identical scheduling, the Station will offer make-goods of equivalent value. In these circumstances, if a suitable make good announcement cannot be broadcast, the Station will issue a rebate or credit as the advertiser may elect.

## Section 8 - **TIME UNITS AVAILABLE**

The Station's standard time unit is a thirty second (:30) commercial. Ten second (:10) and fifteen second (:15) commercials are available on a limited basis. Rates and availability for non-30 second commercials will be provided upon request.

Sixty second (:60) commercials are available and are twice (2x) the 30 second rate.

Commercials of less than 10 seconds are not available.

Although we do not routinely sell time in units of more than 60 seconds duration, requests by political candidates to purchase longer form program time will be evaluated on a case-by-case basis. We request that you inquire of us if you are interested in purchasing longer form program time, and we will review with you the availabilities and rates that would be applicable both outside and within the "lowest unit charge" periods.

When available, program length time periods are sold in 30 minute and 60 minute lengths, although "half hour" time periods are sold as 28:30, that is that all messages must be no longer than 28 minutes and 30 seconds in length, and "one hour" time periods are sold as 58:30.

No promotional announcements (aside from a candidate's separately purchased spot uses) will be scheduled to promote political programs.

Candidates may not sponsor any newsbreak or any portion of a news program. Candidates can run commercial spot announcements within a newscast.

Fixed position spot announcements will be considered at the discretion of the Station as inventory allows.

Federal candidates will be afforded “reasonable access” to all time units, and all candidates for the same office will be assured “equal opportunity” in the placement, purchase and amount of time.

## Section 9 - **RATES OUTSIDE THE LOWEST UNIT CHARGE PERIODS**

The rates listed in our current rate card constitute the current charges extended to our regular commercial advertisers for the various classes of time described above. These are the rates that are available to political advertisers outside the “lowest unit charge” periods.

## Section 10 - **CURRENT LOWEST UNIT CHARGE RATE**

The rates listed in our current rate card constitute, as of the current date, the “lowest unit charge” rates for the various classes and units of time in the same time periods described above. These rates apply during the forty-five (45) day and sixty (60) day “lowest unit charge” periods prior to each election. Again, political advertisers should be aware that because our rates are negotiated with each advertiser and rise and fall based upon overall advertiser demand, these rates are subject to change. Moreover, it is not always possible to determine the “lowest unit charge” for any given week until all advertising for that week has been broadcast. Where appropriate, credit or rebates, as the advertiser may elect, will be issued.

## Section 11- **CURRENT RATES AND SELLING LEVELS**

At the beginning of each week, the Station will review and may update the rates quoted and will, upon request, provide our current rates and current selling levels (i.e., estimated likelihood of preemption) to each advertiser. We encourage you to inquire of us each week so that the most current information may be furnished to you.

## Section 12 - **AUDIENCE DELIVERY**

It is not the Station’s policy to guarantee rating point or demographic target delivery on any particular program or combination of programs for any advertiser. Should cumulative actual delivery for an entire schedule of advertising for a particular advertiser reflect a level below 90% of a pre-negotiated gross household rating point or demographic target level for that schedule, the Station normally will air additional spots at no additional charge to adjust the actual delivery to the 90% level. To determine “actual delivery,” advertisers must furnish a copy of a post-broadcast quantitative rating analysis on the entire advertising schedule using the Ad Connections, Donovan, Broadcast Media Plus or TV Scan methodology and based upon the Nielsen rating analysis for the calendar quarter in which the advertising schedule ran. Make-good spots, if necessary, normally will be aired on a Run-of-Station basis at the Station’s discretion as immediately preemptible spots in the calendar quarter following the

advertising schedule. No other adjustments are available, including cash rebates. Given election timetables, it is normally not feasible for candidates to obtain this type of adjustment.

### Section 13 - **PACKAGE PLANS**

Special rates for packages of spot announcements, as well as frequency and other discounts, are separately negotiated with various advertisers. Information regarding these availabilities and other factors that may be considered in negotiating advertising plans and rates will be provided by the Station upon request. Rates for each ad in a package will be allocated to each class by the Station and subject the same preemption chances as the most favored commercial advertiser in the same class of time.

### Section 14 - **VALUE ADDED, NON-CASH MERCHANDISING AND PROMOTIONAL ADVERTISER INCENTIVES**

The Station may offer various non-cash merchandising and promotional incentives to commercial advertisers. There are two instances where these incentives are not available to political advertisers: (1) where the value of such merchandise is de minimis or (2) where the non-cash incentive plans or promotions reasonably imply a relationship between the Station and the advertiser.

If scheduled during the pre-election time-period, candidates may purchase “value-added” elements in conjunction with air-time, including but not limited to “combination print ads” in direct-mail Station advertisements or magazine supplements; “non-broadcast event sponsorship”; or “non-cash promotional incentives” (bonus to the advertiser if certain prospective advertising levels are reached).

“Billboard” or program sponsorship arrangements are not available to candidate advertisers.

### Section 15 - **AGENCY AND CANDIDATE COMMISSIONS**

The Station customarily provides a fifteen percent (15%) discount for advertising purchases made by an advertising agency. Political candidates and authorized campaign committees who purchase time for a “use” during the “lowest unit charge” period without an advertising agency will be extended a fifteen percent (15%) discount.

### Section 16 - **PRODUCTION CHARGES**

Charges for the production of political advertising will not exceed comparable production charges made to commercial advertisers. If you are interested in having us produce a political ad, we encourage you to let us know and we will provide you with rate information. Agencies and/or candidates who schedule production time at the Station are required to provide a check for payment of accrued charges following the production session. Spots will not be able to air, nor will any dubs be produced, until a check is received for the correct amount. Dubs made for other stations will be billed to the candidate or to the candidate’s agency. In order to prevent the appearance that our Station supports or favors any political candidate, we do not allow our on-air talent to appear in any political advertising.

### Section 17 - **SEPARATION OF COMPETITIVE POLITICAL ADVERTISEMENTS**



The Station's policy is to attempt, where possible, to separate competitive political advertisements. However, that may not always be possible, and the Station does not promise or warrant that competitive announcements will be separated.

## Section 18 - **SPONSORSHIP IDENTIFICATION**

All political advertisements must fulfill sponsorship identification requirements established by the FCC. The identification must state that the broadcast is "sponsored, paid for or furnished by" the identified person on whose behalf the advertising is purchased. All television ads must contain a visual identification in letters equal to or greater than four percent (4%) of the vertical picture height for a period of not less than four (4) seconds. Should a candidate's ad not be submitted in sufficient time for a pre-airing review or not contain the proper identification, the Station will add the required material within the announcement. This may result in the content of the advertisement being truncated.

In addition, in order to receive the lowest unit charge during the applicable 45-day and 60-day political windows, a candidate for federal office must comply with the disclosure requirements described in Section 3.

## Section 19 - **ORDERS**

Orders for political time will not be considered firm until the following has been provided:

1. Agreement form for Political Candidates (Form PB-18) is completed and signed. A signed Agreement Form acknowledges that the station has provided a copy of the following to the candidate and/or the candidate's authorized agent:

- a) Station Political Time Sales Policies
- b) Station Advertiser Preemption Levels
- c) Station Classes of Time with the Lowest Unit Rate

2. Where the purchase is made by a corporation, committee, association or other unincorporated group, a list of the entity's chief executive officers or board of directors.

3. Where doubt exists, satisfactory proof that the candidate is "legally qualified" as that term is defined by the FCC.

4. Where doubt exists, satisfactory proof that the purchaser is authorized to buy time for the candidate.

5. Advance orders for schedules of political advertising will be subject to reconfirmation thirty (30) days preceding the start of the schedule.

Failure by a political advertiser to fulfill all requirements in advance of the deadlines may result in pre-emption of some or all announcements or programs previously cleared.

Confirmation of broadcast or changes to schedules as ordered will be sent to the political advertiser and placed in the Station's Public Inspection File as soon as commercially reasonable, but will be available upon request.



An air-quality tape must be delivered to the Station in accordance with log deadlines.

The Station's regular ordering deadlines may be waived, where appropriate, to provide "equal opportunity" to political candidates or to provide federal candidates with "reasonable access."

#### Section 20 - **BROADCAST OF POLITICAL ADS ON ELECTION DAY**

It is our policy not to broadcast political advertisements after 6:00 PM local time on the day of an election. This policy may be waived, however, where appropriate to provide "equal opportunity" to political candidates or to provide federal candidates with "reasonable access."

#### Section 21 - **REBATES**

In the event a particular class of advertising for a specified time-period is broadcast during the 45 and 60-day periods before a primary or general election reflecting a rate lower than the rate paid by the candidate for the same class of time and time period, the candidate will be afforded the benefit and choice of the lower rate either by way of a timely rebate or credit against future/additional purchases net of agency commission at the option of the candidate.

#### Section 22 – **TAPE/DELIVERY SPECIFICATIONS**

KWWL (7.1) broadcasts in full high-definition.

The following **tape/physical media** formats are acceptable for the Station:  
DVC Pro, DVD Data Disc and MiniDV

The following **distribution channels** provide acceptable media for the station:  
ADN (Ad Distribution Network), Extreme Reach, EZ Spots/On the Spot Media, Fast Channel, Javelin, Pathfire and PitchBlue.

The following FTP (file transfer protocol) or "cloud" based transfer option is also available:  
Aspera.

#### Section 23 - **ORDERS, TAPES AND TRAFFIC DEADLINES**

The following are the Station's deadlines for orders, tape and traffic instructions:

| <u>Orders/Tapes/Traffic</u> |                |
|-----------------------------|----------------|
| For Monday:                 | 2 pm Friday    |
| For Tuesday:                | 2 pm Monday    |
| For Wednesday:              | 2 pm Tuesday   |
| For Thursday:               | 2 pm Wednesday |
| For Friday:                 | 2 pm Thursday  |
| For Saturday/Sunday:        | 2 pm Thursday  |

1. In the case of Labor Day Weekend, Sunday, Monday and Tuesday's orders and traffic must be in by 2 pm the previous Friday.

2. No traffic instructions or commercial material will be received after normal business hours; however commercial material may be received during non-business hours if a prior arrangement for after-hours delivery is confirmed by the Station during normal business hours, at least 24 hours prior to the delivery date.

3. Commercial facilities (tape or copy), along with written instructions for their use, must be submitted to the Station by 11 am, and at least 24 hours before the broadcast, Monday through Thursday and according to the schedule outlined above to ensure proper airing. All instructions for airing and facilities must be made in writing. Changes to these instructions must be in writing to the Station (by letter, FAX (319-291-1211) or email to [copy@kwwl.com](mailto:copy@kwwl.com) prior to the changes being made. The spot should be received in sufficient time to permit confirmation of compliance with sponsorship identification requirements and with the broadcast technical standards. Tapes and traffic instructions should be directed to KWWL Television, Attn: Traffic Director, 511 East Fifth Street, Waterloo, IA 50703 319-291-1200.

4. The Station does not provide access for any advertisers outside its regular business hours (Monday – Friday, 8 am-5 pm) including National holidays. The Station has not and does not conduct commercial time sales or commercial scheduling during weekend hours.

5. Failure by a political advertiser to fulfill all requirements in advance of the deadlines may result in preemption of some or all announcements or programs previously cleared.

6. The Station's regular ordering deadlines may be waived, where appropriate, to provide "equal opportunity" to political candidates or to provide federal candidates with "reasonable access."

#### **Section 24 - PAYMENT AND CREDIT POLICY**

The station requires political candidates to pay for advertising with a net cash-in-advance payment seventy-two (72) hours prior to ordered schedule. For multi-week flights, the Station requires payment 72 hours prior to the start of each week of the flight. Announcement for independent political action committees or issue advertising must be paid for at the time that an order is placed.

#### **Section 25 - STATION'S RIGHT TO RECAPTURE TIME**

We reserve the right to cancel or adjust the amount of time sold on the Station to accommodate special program or advertising preemptions, or because of technical difficulties, or for other reasons beyond the control of the Station, or where necessary to enable the Station, pursuant to the Communications Act, as amended, to satisfy the "equal opportunity" requirements of all legally qualified political candidates and the "reasonable access" requirements of all legally qualified federal political candidates. Where such cancellations or modifications are necessary, advertisers will be advised and rebates, credits, schedule changes or other adjustments will be made as may be appropriate.

#### **Section 26 - DISCLOSURE STATEMENT IS NOT AN OFFER TO SELL**

This Disclosure Statement does not constitute an offer to sell time, nor is it a contract; rather it is a statement of the policies which this Station, in good faith, attempts to follow in connection with the sale and placement of political broadcast advertising. The terms of any actual sale of time are contained

in our sale contract and none of the matters contained in this Disclosure Statement are incorporated by reference in the sale contract.

#### Section 27 - **NON-DISCRIMINATION IN THE SALE OF ADVERTISING TIME**

This Station does not discriminate in the sale of advertising time, and we will accept no advertising which is placed with intent to discriminate on the basis of race or ethnicity. Advertisers and agencies should not purchase broadcast air time on this Station for a discriminatory purpose, including but not limited to decisions not to place advertising on particular stations on the basis of race or ethnicity. The Station expects advertisers and agencies, at the time of purchase, to represent and warrant that their purchase complies with this non-discrimination provision.

#### Section 28 - **FURTHER INFORMATION**

We will be pleased to provide, upon request, further information about our rates, advertising policies, advertising packages, and advertising plans. We encourage prospective political advertisers to inquire. It is our desire to furnish all appropriate information to those interested in purchasing political advertising on the Station to assist you in communicating your message within our service area.

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### **A C K N O W L E D G E M E N T**

I hereby acknowledge that I have been provided with KWWL Television's POLITICAL ADVERTISING DISCLOSURE STATEMENT dated January 7, 2022 and am therefore advised that a variety of classes of time (pre-emptible and non-pre-emptible) and package options are available to advertisers at a variety of rates. I further acknowledge that I have been furnished with all requested

information concerning rates, discounts, pre-emptibility, clearance package plans, and opportunities for negotiation.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Printed Name of Firm or Agency (if any)

\_\_\_\_\_  
Printed Name of Candidate

\_\_\_\_\_  
Printed Title of Office Candidate is seeking

\_\_\_\_\_  
Phone Number of Candidate or Representative

\_\_\_\_\_  
Fax Number of Candidate or Representative

\_\_\_\_\_  
How disclosure was made available  
(fax, mail, in person, e-mail, etc.)

*KWWL Television adheres to all political rules and regulations  
as dictated by the Federal Communications Commission*

*KWWL Television and its ultimate parent company, Allen Media Broadcasting Evansville III, LLC, do not discriminate in the sale of advertising time, and will accept no advertising which is placed with an intent to discriminate on the basis of race or ethnicity.*