



**Univision Local Media  
Broadcast Radio  
Political Advertising Disclosure Statement**

This Political Advertising Disclosure Statement (“**Statement**”) describes the policies of Univision Local Media’s radio stations (each, a the “**Station**”)<sup>1</sup> regarding the purchase of advertising time by legally qualified candidates for public office and their authorized campaign committees (“**Candidates**”). The policies in this Statement apply exclusively to “uses” of a Station by a Candidate.<sup>2</sup> The sale of time to other entities, including political action committees and “issue” advertisers, is governed by Univision Local Media’s general advertising policies.

This Statement is intended to provide Candidates with general information about the Station’s advertising practices, and is not a part of any advertising contract.<sup>3</sup> To the extent permitted by law (including applicable regulations of the Federal Communications Commission (“**FCC**”), the Station reserves the right to modify this Statement at any time.

**REASONABLE ACCESS.**

- The Station will make reasonable accommodations to satisfy requests by legally qualified Candidates running for federal office to use the Station, which includes requests by such Candidates to purchase advertising time on the Station.
- The Station, in its discretion will make available advertising time for purchase by legally qualified Candidates running for state and local offices based on inventory availabilities. For example, as election day approaches, the Station may limit the amounts of time available for purchase in connection with specified state and local races, or the dayparts in which candidates for specified races may buy time. Contact the Station for details of the availability of advertising for particular state and local races.

**LOWEST UNIT RATE.**

*Political Windows.* The Station will charge legally qualified Candidates the lowest unit rate for advertisements purchased and scheduled to run during the 45 days preceding a primary or primary run-off election and the 60 days preceding a general or special election.<sup>4</sup> To be eligible for lowest unit rate, a Candidate’s advertisement must contain the identifiable voice or image of the Candidate, and be made in connection with the Candidate’s campaign. Note also that only Candidates who have an election at the end of the relevant political window are entitled to lowest unit rate.

- Federal Candidates Only: Federal Candidates must provide the Station, at the time of their first purchase of advertising time in connection with any election, with a written certification that the Candidate will not make direct reference to another candidate for the same office unless the spot complies with the enhanced disclosure requirements imposed by the Bipartisan Campaign Reform Act, and the Candidate must abide by the terms of that certification.<sup>5</sup> *Federal Candidates*

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<sup>1</sup> A complete list of Stations is set forth at Attachment 1 hereto, along with the contact information for the Station representative.

<sup>2</sup> The Federal Communications Commission defines a “use” as any positive appearance of a candidate whose voice or likeness is either identified or is readily identifiable.

<sup>3</sup> See “Disclosure is Not An Offer to Sell” at paragraph 21.

<sup>4</sup> Lowest unit rate is the lowest rate paid by a commercial advertiser for a spot of the same class which runs during the same time period as the spots purchased by the Candidate.

<sup>5</sup> The certification may be made through the NAB political advertising form, PB-19, or its equivalent.



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*that fail to comply with the foregoing certification requirements forfeit the right to receive lowest unit charge for the remainder of time leading up to the applicable election.*

- *Outside Political Windows.* Outside of the pre-election 45- and 60-day periods, charges for political advertising by legally qualified candidates will not exceed charges for comparable uses of the Station by other commercial advertisers.

**POLITICAL ADVERTISING PRACTICES.** The Station's practices with respect to the sale of political advertising are as follows:

1. **Length of Announcements.** Generally, the Station sells 30-second and 60-second spots. Federal Candidates may purchase any standard length of time that the Station has offered to commercial advertisers during the year preceding the election. The Station also will consider on a case-by-case basis requests by federal Candidates for non-standard lengths of time. Please contact the Station for further information.
2. **Classes of Time.** The Station offers the following classes of time to advertisers:
  - *Level One – Non-Preemptible Time.* Spots are not preemptible by any other spot and will air as scheduled except in the case of (i) unforeseen program changes (e.g., sports programming overrun); (ii) breaking news; (iii) technical difficulties; and/or (iv) to broadcast programming, which, in the Station's opinion, is of greater local or national importance.
  - *Level Two – Preemptible with Notice & Guaranteed Make-Good.* Spots may be preempted by a Level One spot and certain other Level Two spots. The Station will endeavor to provide purchasers of Level Two spots with three days advance notice prior to preemption. If a Level Two spot is preempted, the Station will offer equivalent make good time to the purchaser.
  - *Level Three – Immediately Preemptible & Guaranteed Make-Good.* Spots may be preempted by a Level One or Level Two spot, as well as certain other Level Three spots. *Purchasers of Level Three spots will **NOT** be provided with advance notice prior to preemption* but the Station will offer equivalent make good time to the purchaser.
  - *Level Four – Immediately Preemptible Without Notice/Guaranteed Make-Good.* Spots may be preempted by a Level One, Two or Three spot and certain other Level Four spots. *Purchasers of Level Four spots will **NOT** be provided with advance notice prior to preemption and the Station cannot guarantee that a make good will be made available. If a Level Four spot is preempted and not made good, a refund will be provided.*

Spots purchased in any of the above classes will be scheduled to air in the Station's discretion in the particular program, time period, or daypart. Within each of the above classes of time, the Station offers:

- *Fixed Spots.* Spots that are scheduled to air in a particular program (e.g., *Primer Impacto*) and/or a specific time period (e.g., Monday, 5-6 PM).
- *Rotators.* Spots that are scheduled to air at any time within a particular part of the day during the week (e.g., 7-11 PM Mon-Fri). Please contact the Station for more information on the specific rotations offered by the Station.



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- *Run-of-Schedule (ROS) Spots.* Spots that are offered in daily or weekly rotations across multiple programs and scheduled only as inventory permits. Make goods for ROS spots may not be offered on a time-sensitive basis. Please contact the Station for more information on the specific rotations offered by the Station.

In addition to Levels One, Two, Three and Four, the Station also offers highly preemptible spots. Highly preemptible spots which are cleared and scheduled to fill in unsold inventory and air only when and as time is available. These spots are not guaranteed to run in any daypart or on any day, or to run at all. Rates for such highly preemptible spots will be provided upon request.

3. **Preemptions.** Preemptions are determined based on the level of time purchased, the cost of the spot purchased, and the time-sensitivity of the schedule. The likelihood of preemption changes on a daily basis. Contact the station for the latest information on the likelihood of preemption in programs or dayparts on particular dates. The Station, in its discretion, may preempt any spot, *including Level One – Non-Preemptible spots*, in the case of (i) unforeseen program changes (e.g., sports programming overruns); (ii) breaking news; (iii) technical difficulties; and/or (iv) to broadcast programming, which, in the Station’s opinion, is of greater local or national importance.
4. **Rate Cards.** The attached rate card lists the most common time periods for which the Station sells advertising and includes the projected rates for 60-second spots during those time periods at this time.<sup>6</sup> The Station reviews rates on a weekly basis and updates its rate card as necessary to reflect changes in projected rates. The rates reflected on the attached rate card may not be the same rates in effect at the time that an order is placed. Rates listed on the Station’s rate card include standard agency commissions and reflect volume and other discounts available to commercial advertisers. Candidates that elect to purchase time directly from the Station without the use of an agency will be offered rates that exclude the amount typically paid for an agency commission.

From time to time, we may sell advertising in time periods other than those listed on the attached rate card. In addition, upon request, the Station will provide a Candidate with rate information for additional lengths, classes of time, packages and rotators offered to commercial advertisers.

All orders are subject to availability at the requested time.

5. **Rebates.** Pursuant to the Station’s normal business practices, the lowest unit rate for a particular length of spot, class of spot and time period may vary during the 45-day and 60-day political windows. The Station will inform Candidates of its estimate of the applicable lowest unit rate when requests for availabilities are received. If a legally qualified Candidate pays more than the lowest unit rate for particular length of spot, class of spot and time period purchased, at the Candidate’s option the Station will (i) rebate the overcharge or (ii) credit the overcharge towards future purchases by the Candidate.
6. **Make Goods.** If a Level One, Two or Three Candidate spot is preempted or fails to run as scheduled for technical or similar reasons, the Station will offer the Candidate a “make good” to be broadcast prior to the election for which the Candidate is running for office, unless such preemption occurs too close to the election for any make-good to run before the election, in which case a refund will be

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<sup>6</sup> Please note that: (i) 30-second spots will be priced at 70% of the rates for 60-second spots, rounded up to the next highest \$5 increment; and (ii) 15-second spots will be priced at 65% of the rates for 30-second spots rounded up to the next highest \$5 increment.



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provided. Make-goods will consist of one or more spots with an aggregate value comparable to that of the preempted spot, and may include a combination of spots in time periods other than that originally ordered. If a Candidate declines the offered make-goods, the Station will provide credits or refunds for the preempted spots.

7. **Package Plans.** From time to time, the Station will offer specialized and/or individually negotiated packages of advertising time to its commercial advertisers. Outside political windows, legally qualified Candidates may purchase such packages from the Station at the same rates and on the same terms as the Station sells such packages to commercial advertisers. In political windows, the Station will factor the rate applicable to each spot within a package into its calculation of the lowest unit rate for Candidate spots having the same length of time, time period, and class as the package spots.
8. **Audience Delivery Guarantees.** From time to time, the Station may sell advertising to its commercial advertisers with a guarantee that the audience for the programs or day parts in which the spots are aired will meet or achieve a pre-designated level. Legally qualified Candidates may negotiate under-delivery protection to be included in an advertising contract at any time before an order is accepted. After an order is accepted, under-delivery protection is not available. Where under-delivery protection is included in an advertising contract, the Station may provide the advertiser with make good spots to make up all or part of a shortfall. However, in many cases, the ratings information necessary to determine whether a guaranteed audience level has been achieved may not be available until after the election. In those cases, the Station will negotiate with candidates on a case-by-case basis to provide comparable benefits.
9. **Promotional Incentives.** The Station does not make available to Candidates noncash merchandising and promotional incentives that (i) are of nominal value (e.g., billboards of 10 seconds or less) or (ii) reasonably imply a relationship between the Station and the Candidate (e.g., that the Station has endorsed the Candidate). The Station does not offer sponsored public service announcements to Candidates.
10. **Payments.** State and local Candidates are required to pay in full prior to the prior to the scheduled airdate of any advertisement. Federal Candidates will not be required to pay more than 7 days in advance of the airdate of the first spot in a schedule. Payments may be made in the form of cash, wire transfer, credit card, cashier's check or certified check.
11. **Cancellations.** Candidates who have paid in advance for a flight of advertisements may cancel that flight, or part thereof, two weeks before the first spot is scheduled to run for a full refund or credit. The Station cannot guarantee that requests for cancellation received within two weeks of the date on which the first spot in a flight is scheduled to run will be honored.
12. **Submission of Materials.** The below materials may be required in connection with a Candidate's purchase of advertising on the Station. Note that orders will not be confirmed until all required materials have been received have been satisfied.
  - *NAB PB-19.* A completed and signed NAB PB-19 form (or its equivalent) must be submitted with any order for time on the Station.
  - *Proof of Candidacy.* The Station, at its option, may require a Candidate to submit proof satisfactory to the Station that the Candidate is legally qualified.



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- *Proof of Authorization.* The Station may, at its option, require a purchaser to submit proof satisfactory to the Station that the purchaser is authorized to buy time for a Candidate.

13. **Deadlines.** Candidates must submit orders and materials (e.g., copy and instructions) to the Station at least one full business day in advance of the scheduled air date. Deadlines for such submissions are as follows:

Log Day	Deadline
Monday	Friday, 12 PM Local Time
Tuesday	Monday, 2 PM Local Time
Wednesday	Tuesday, 2 PM Local Time
Thursday	Wednesday, 2 PM Local Time
Friday	Thursday, 2 PM Local Time
Saturday	Friday, 12 PM Local Time
Sunday	Friday, 12 PM Local Time

The Station cannot guarantee advertisements received later than the above deadlines will clear, particularly in the weeks preceding an election, when demands on staff are particularly intense.

14. **Sponsorship Identification.** All political advertisements must comply with the sponsorship identification requirements set forth in Section 317 of the Communications Act of 1934, as amended, and Section 73.1212 of the FCC's rules. If an advertisement does not contain sponsorship identification in compliance with the foregoing, the Station may add the sponsorship identification and charge Candidates the production costs associated therewith. The Station will not add time to any spot to accommodate sponsorship identification.

Purchasers of advertising time are advised that political advertisements that advocate the election or defeat of a federal candidate must also comply with the "stand-by-your-ad" requirements imposed under the Bipartisan Campaign Reform Act. Candidates are responsible for observing all such requirements. *Federal Candidates that fail to provide a certification of compliance with the foregoing forfeit the right to receive lowest unit charge for the remainder of time leading up to the applicable election (see "Lowest Unit Rate" above).*

Purchasers of advertising time are advised that state and local laws may impose additional disclosure obligations. Candidates are responsible for observing all such requirements.

15. **Production Facilities.** The Station will make its production facilities available to Candidates and their representatives. Lowest unit rates do not apply to the use of production facilities, and charges for production facilities are determined separately from charges for airtime. Please contact the Station for more information. Note that On-air personalities may not voice or otherwise appear in political spots.





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16. **Political File.** The Station maintains a political file of all requests for broadcast time made by or on behalf of candidates for public office; materials showing the disposition of each request; the rates provided for requests that are granted; and the lengths, classes, and time periods purchased. For any advertisement that communicates a message relating to any political matter of national importance, the political file will also include the list of members of the executive committee or board of directors of any corporation, committee, association, or other group purchasing the advertisement. Consistent with FCC rules, these records are retained in the political file for a minimum of two years. The Station's political file is available for public inspection online at <https://stations.fcc.gov>.
17. **News.** Stations with newscasts will accept political advertising during such newscasts. The Station will not accept any form of political advertising – this includes candidate advertisements at the federal, state, or local level, as well as issue advocacy or PAC ads – during broadcasts of single-candidate news specials featuring a candidate for the U.S. presidency, whether in the primary or general election stage.
18. **Weekend Access and Election Day.** The Station will permit federal candidates, but not state and local candidates, to place time orders and change or edit copy outside of regular business hours on the weekend before the election. Please contact the Station for more information. In addition, the Station will accept political orders to run until 5:00 PM local time on election day, subject to availability.
19. **Non-Discrimination Policy.** The Station does not discriminate in advertising contracts on the basis of race. Any provision in any order or agreement for advertising that purports to discriminate on the basis of race, even if handwritten, typed or otherwise made a part of a particular contract, is hereby rejected.
20. **Station Contact.** Attachment 1 hereto lists the name and contact information of the Station personnel who can provide you with additional information regarding the Station's political sales practices and procedures.
21. **DISCLOSURE IS NOT AN OFFER TO SELL.** THIS STATEMENT OF POLICY DOES NOT CONSTITUTE AN OFFER TO SELL ADVERTISING TIME, NOT IS IT A CONTRACT. RATHER, IT IS A STATEMENT OF THE POLICIES THAT THE STATION ATTEMPTS TO FOLLOW IN GOOD FAITH IN CONNECTION WITH THE SALES AND PLACEMENT OF POLITICAL ADVERTISING. THE TERMS OF ANY ACTUAL SALE ARE CONTAINED IN THE SALES CONTRACT AND NONE OF THE MATTERS IN THIS STATEMENT OF POLICY ARE INCORPORATED BY REFERENCE INTO THE SALES CONTRACT.



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**Attachment 1: Station Information**

Market	Station(s)	Station Contact Information
Austin	KLQB(FM) KLJA(FM)	Karla Barreto <a href="mailto:kbarreto@univision.net">kbarreto@univision.net</a> (818)-388-4262
Chicago	WOJO(FM) WPPN(FM) WVIV-FM	Mark Masephol <a href="mailto:mmasephol@univision.net">mmasephol@univision.net</a> (214) 758-2310
Dallas-Ft. Worth	KLNO(FM) KDXX(FM) KESS(FM)	Jeff Zimmerman <a href="mailto:jzimmerman@univision.net">jzimmerman@univision.net</a> (214) 460-2990
Houston	KLTN(FM) KOVE-FM KAMA-FM KQBU-FM	Marie Barden <a href="mailto:mbarden@univision.net">mbarden@univision.net</a> (713)-301-2606
Los Angeles	KLVE(FM) KRCD(FM) KRCV(FM) KSCA(FM)	Veronika Moroian <a href="mailto:vmoroian@univision.net">vmoroian@univision.net</a> (310)-348-4845
Miami	WAMR-FM WRTO-FM	Eric Garcia <a href="mailto:eagarcia@univision.net">eagarcia@univision.net</a> (917)-671-8573
New York	WXNY-FM WADO(AM)	Eddie Jimenez <a href="mailto:ejimenez@univision.net">ejimenez@univision.net</a> (646) 560-4807
Phoenix	KHOT-FM KQMR(FM) KHOV-FM KOMR(FM)	Keith Warren <a href="mailto:kwarren@univision.net">kwarren@univision.net</a> (602) 232-3546
San Antonio	KBBT(FM) KMYO(FM) KROM(FM) KVBH(FM)	Melissa Andrade <a href="mailto:mandrade@univision.net">mandrade@univision.net</a> (210)-365-4128
San Diego	KLNV(FM) KLQV(FM)	Mari Pili Becerra <a href="mailto:mabecerra@univision.net">mabecerra@univision.net</a> (619) 742-9467



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<b>Market</b>	<b>Station(s)</b>	<b>Station Contact Information</b>
San Francisco	KBRG(FM) KSOL(FM) KSQL(FM) KVVF(FM) KVVZ(FM)	Carlos Perez <a href="mailto:caperez@univision.net">caperez@univision.net</a> (415) 538-8065