



DENALIMEDIA

**2020 Political Advertising Disclosure Statement**  
**6/23/2020**

The following sets forth the policies and practices of Denali Media Alaska properties, regarding the sale of advertising to political candidates. Denali Media properties include: KTVA Anchorage, KTVA.com Anchorage, GCI Cable TV Statewide, CBS Southeast/KXLJ/KTNL/KUBD & NBC Southeast/KATH/KSCT. These policies are for “use” by legally qualified political candidates. Candidates may be asked to demonstrate that they are “legally qualified”. These policies are intended for the sole purpose of providing general information in compliance with the rules of the Federal Communications Commission (“FCC”) and are not a contract for the sale of advertising time. All advertising contracts will be governed by law and their own terms. The policies and practices set forth herein are subject to change at Denali Media’s discretion to the extent permitted (or required) by law.

**1. Access:** Legally qualified federal candidates are entitled to purchase time on Denali Media during their election campaign and Denali Media will provide reasonable access to such candidates before primary, general and special elections. While candidates may request specific time periods, Denali Media reserves the right to determine the amount of time and program availability to candidates and has ultimate discretion with respect to the placement of political advertisements. Denali Media will grant access to state and local candidates based on Denali Media’s sole discretion, on the public interest in the election and inventory availability, including Denali Media’s ability to meet its equal opportunity obligations with respect to opposing candidates. Denali Media will sell candidates banner, video and other advertising opportunities on KTVA.com and mobile sites. Rates available on request.

**2. Applicability of Lowest unit rate:** During the 45 days preceding a primary election and the 60 days preceding a general or special election (a “Pre-Election Window”), Denali Media will offer legally qualified candidates the “lowest unit charge” for an advertisement if the advertisement constitutes a “use” of Denali Media’s facilities (as defined by the FCC). With respect to any advertisement that is not a “use,” such advertisements will be sold at prevailing commercial rates. If a candidate “use” fails to comply with the certification requirements set forth in paragraph 3 below, all future advertising purchased by such candidate will be at prevailing commercial rates. At all times other than Pre-Election Windows, candidates will be charged rates comparable to those charged to commercial advertisers for the same priority/class, date and time of advertising purchased.

**3. Identification:**

a) All television political advertising spots must contain visual sponsorship identification in letters equal to at least 4% of the screen height and which are on the air for at least four seconds. None of the words in the ID may be abbreviated. Ads must be submitted to Denali Media at least 24 hours prior to broadcast for screening purposes to determine compliance with this requirement. It is the obligation of all candidates to comply with this requirement. If ads do not comply the

identification requirements Denali Media reserves the right to cancel the advertising schedule. Denali Media also reserves the right, but has no obligation, to add or alter identification if, in its sole judgment, the ad does not comply with the identification requirement. (If Denali Media undertakes such action, Denali Media will charge the candidate normal production charges as are charged to commercial advertisers. Production charges must be paid in full prior to airing.)

b) In addition, federal candidates must provide written certification at least 48 hours prior to the first broadcast of any commercial or program length commercial purchased by the candidate or his/her authorized committee(s) that the spot(s) (i) do not contain a visual or verbal reference to another candidate running for the same office or (ii) if any commercial does make visual or verbal reference of another candidate running for the same office, the end of each spot must contain a clearly identifiable image of the sponsoring candidate at least 4% of the screen height in size and simultaneously display a clearly readable printed statement identifying the candidate, stating that the candidate approved the spot or program length commercial and that the candidate or authorized committee(s) paid for the broadcast. **Failure to provide a timely certification will result in the forfeiture of candidate's rights to earn the lowest unit charge as outlined by the Bipartisan Campaign Reform Act.**

c) All advertisements for placement by Denali Media, on Denali Media's KTVA website, must include the required BCRA disclaimer.

**4. Orders:** Orders for political time will not be considered firm and confirmed for clearance until all of the following have been received by Denali Media:

a) Full net cash-in-advance payment, by check or credit card, is due 24 hours prior to air date.

b) Where the purchase is made by a corporation, committee, association or other group, the name of the person making the purchase, the name, address and phone number of a contact person for such person, and a list of the chief executive officers or members of the executive committee or of the board of directors of such entity.

c) Where the purchase is made by a non-candidate (i.e., ads placed by PACs, advocacy groups, etc.) and communicates a message relating to any "political matter of national importance", the entity purchasing the spot must also identify the name of any candidate or election referred to,

d) Identify any issues, the name of the person purchasing the time, the name, address and phone number of a contact person and the information set forth in (b) above. This information will be placed in Denali Media's online political files.

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

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

g) Advance orders for schedules of television political advertising will be subject to reconfirmation 30 days preceding start of schedule and may not be cancelled within two weeks of broadcast.

h) All creative media, along with written instructions for their use, must be submitted to Denali Media's traffic department as soon as possible, but no later than set forth in paragraph (h) below to insure proper placement. Any changes to instructions must be in writing to Denali Media (by letter, fax or email) prior to any change. Denali Media will work with advertiser/agency regarding constraints that may occur due to log deadlines. Creative media must be received in sufficient time to permit confirmation of compliance with sponsorship identification requirements and with broadcast technical standards, and in all cases, no less than 24 hours in advance.

i) Deadlines for all commercial material, time orders, and contract changes can be found below. Candidates must contact Denali Media prior to the Friday before the weekend prior to the election for a list of contacts to facilitate copy changes during the weekend prior to the election only.

10am Friday	Sunday Log
10am Friday	Monday Log
10am Monday	Tuesday Log
10am Tuesday	Wednesday Log
10am Wednesday	Thursday Log
10am Thursday	Friday Log
10am Friday	Saturday Log

j) Confirmation of broadcast or changes to schedules as ordered will be sent to the political advertiser and placed in Denali Media's online political inspection files in a reasonable period of time.

k) Completed Agreement Form for Political Candidates or Agreement Form for Non-Candidate Issue Advertisements (PB 19 or its equivalent). Please note, Denali Media will clear an advertisement without the appropriate form if all necessary information has been provided. However, political candidates who do not provide a completed and signed BCRA statement will forfeit all LUC rights for the remainder of the Pre-Election Window. No advertisement will clear if all required information has not been provided to the Station at least 48 hours prior to broadcast.

l) Failure by a political advertiser to fulfill all requirements in advance of the deadlines will result in preemption of some or all announcements or programs previously scheduled but not confirmed.

**5. Production:** Denali Media's production facilities may be utilized to produce political announcements or programs subject to available production time. A production rate card is available upon request. Production charges are handled separately from time charges. Agencies and/or candidates who schedule production time with Denali Media are required to provide a check for payment of accrued charges immediately following the production session. No spots will air until a check is received for the full amount. No Station news talent is available for political advertising purposes.

## **6. Broadcast Availabilities:**

- a) Legally qualified candidates may purchase television time on the basis of any Priority level set forth in section 11, subject to availabilities. The base availability is a 30 second ad. Ad time may be available in other lengths (15, 60, 90 and 120 seconds).
- b) Candidates should be aware that, unless required by statutory requirements, orders for the purchase of time made after 4pm on the Thursday preceding Election Day may not be filled due to lack of availabilities. The earlier an order is placed, the greater the scheduling option will be.
- c) Denali Media will place all orders as to day and time, subject to availabilities. Due to potential “equal opportunities” obligations for opposing candidates, certain time periods may be unavailable for candidates to purchase. In addition, Denali Media reserves the right to recapture advertising time sold to a candidate to meet equal opportunities requirements. If time is recaptured, Denali Media will notify the candidate as soon as practical and a credit or refund will be promptly issued.
- d) Request for program time, including lengths of 30 and 60 minutes, will be considered on an individual basis. No promotional announcements will be scheduled to promote political programs unless purchased separately.
- e) Sponsorship packages, which imply a relationship between Denali Media and the sponsor, are not available to political candidates.
- f) Denali Media’s KTVA newscasts and certain other programs are streamed live over the Internet via KTVA’s website and mobile app. Unless otherwise noted, commercial time purchased for broadcast over KTVA’s television signal will run on KTVA’s Internet video stream.

## **7. Rates:**

- a) Advertising rates are negotiated and established on an individual basis with each advertiser. Quoted rates from availability requests are for 30-second ads. Rates for other lengths will be quoted upon request.
- b) Each separate priority of television time is offered to candidates at its lowest unit charge: the lowest clearing rate of the particular priority time ordered by the candidate for the time period when the ad is broadcast during the Pre-Election Window. The Station will provide its best, good faith estimate of the lowest unit charge for each priority upon request.
- c) Rates may fluctuate on a daily basis according to priority of time ordered. Candidates or their respective agency must utilize rates designated on Station rate card for priority of time to be utilized by the candidate.

**8. Rebates:** In the event a particular priority of television advertising time for a specified time period is broadcast during the Pre-Election Window reflecting a rate lower than the rate paid by

the candidate for the same priority 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 as a credit against future purchases, net of agency commission. Rebates are not available outside of a Pre-Election Window.

**9. Makegoods:** Denali Media will use its best efforts to provide makegood television spots prior to the election for candidate “use” spots that are preempted due to technical problems or because of the nature of the time purchased. Although Denali Media’s policy is to offer all candidates makegoods before the election, it cannot guarantee to any advertiser that the makegoods can be provided in the time period or rotation originally ordered. If inventory constraints preclude such identical scheduling, Denali Media will offer makegoods of equivalent value. If these are not acceptable to the advertiser, Denali Media will provide credits or refunds of preempted spots.

**10. Underdelivery:** Denali Media does not guarantee rating point or demographic target delivery on any particular program or combination of programs for political advertisers.

**11. Priority/Classes of Time:** The Station sells time by priority levels. Rates for each priority level of time will vary based upon supply and demand. Denali Media offers the following Priority levels of time, all of which are available to candidates for purchase. With respect to all priority levels of Preemptible Time, the Station reserves the right to adjust rates within each priority level of time at any time prior to the applicable preemption notice deadline in order to ensure availability and equal opportunity.

Priority 3 (Broadcast)–Priority 30 (Cable) Specified Non-Pre-emptible: Ads scheduled to air in a specific time period. These ads may not be preempted in favor of any other ad and will air as scheduled absent unforeseen program changes or technical difficulties. Denali Media reserves the right to raise its rates for new purchases in this class of time for commercial advertisers as market demand dictates. With respect to eligible candidates purchasing specific time periods during a Pre-Election Window, the first candidate purchasing that specific time period will set the rate for only that specific time period. Denali Media reserves the right to adjust specific time period rates for candidates with respect to different programs, times, breaks and dates as demand dictates (e.g. *Mom* may have different lowest unit charge rates on nights 1 and 2 each week and/or from week to week).

Priority 5 (Broadcast)–Priority 25 (Cable) Specified Pre-emptible with 24 Hour Notice: Ads scheduled to air at Denali Media’s discretion in a particular time period by the advertiser. These ads may be preempted in favor of Non- Pre-emptible advertisements upon 24 hours’ prior notice to the advertiser. Denali Media will give its best, good faith assessment of the likelihood of preemption at the time of a request, but this is not a guarantee with respect thereto.

Priority 6-8 (Broadcast)– Priority 15-20 (Cable) Immediately Pre-emptible: Ads scheduled to air at Denali Media’s discretion in a particular daypart specified by the advertiser. These ads may be preempted in favor of Priority 3 (30) or Priority 5 (25) ads at any time. Denali Media will give its best, good faith assessment of the likelihood of preemption at the time of the request, but this is not a guarantee with respect thereto.

GCI Cable networks—Denali Media offers political advertising on any Tier 1 and Tier 2 network. See rate card for ad insertable networks for Tier 1 and Tier 2, by market.

Preemptions: With respect to all preemptible advertising, the likelihood of preemption is a function of supply and demand for advertising within a specific Priority level or time period. Preemptions may also occur due to unforeseen or circumstances beyond the control or advance knowledge of Denali Media. Because rates and clearance probabilities change frequently (and may change multiple times per day during a Pre-Election Window), candidates should contact the Station to receive the current estimated likelihood of preemption when making a purchase. Candidates should also be aware that Denali Media uses a “last-in, first out” policy with respect to determining the order of preemption in each preemptible Priority (e.g., the last advertiser – whether commercial or candidate – to purchase the applicable time, will be the first advertiser preempted for the applicable time). For purposes of determining the “last-in” advertisement, Denali Media’s date of acceptance of the advertisement will be the determining date.

Other Priorities: Denali Media offers other priorities of ad time such as direct response, packages, promotional spots, trade, etc., which are scheduled to air at the Station’s discretion, in the program, time period or daypart specified by the advertiser. Make-goods are not available for all priorities. Rates and other conditions of use are available upon request.

**12. Political File.** Denali Media uploads all requests for broadcast time made by or on behalf of candidates for public office, together with materials showing the disposition made by the broadcast property of each such request, any charges made if the request was granted, and the lengths, Priority and dayparts purchased to the FCC online public inspection file for KTVA/KTNL/KUBD.. We retain the records in our political file for a period of two years.

**Questions concerning the policies outlined in this disclosure should be directed to:**

**Dan Casey**

**VP Sales**

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**Denali Media DOES NOT DISCRIMINATE OR PERMIT THE DISCRIMINATION ON THE BASIS OF RACE, ETHNICITY OR GENDER IN THE PLACEMENT OF ADVERTISING.**

