

**INFORMATION CONCERNING POLITICAL ADVERTISING POLICIES  
OF WSOC-TV, WAXN-TV and ESOC-TV  
CHARLOTTE, NORTH CAROLINA**

The following describes the political advertising policies of Stations WSOC-TV, WAXN-TV and ESOC-TV (the “Stations”), adopted in compliance with requirements of the Communications Act of 1934, as amended, and the rules and regulations of the Federal Communications Commission. These policies apply to purchases of advertising time for “use” by legally qualified political candidates. A political advertisement or program involves a “use” if it includes the recognizable voice or image of the candidate. Candidates may be asked to demonstrate that they are legally qualified. All federal candidates must comply with the requirements of the Bipartisan Campaign Reform Act of 2002.

Spot Announcements -- Terms and Conditions

During the 45-day period before a primary election and the 60-day period before a general or special election (the “Pre-Election Window”), the Stations will sell spot announcement time to political candidates on the same terms and conditions, including discount and other privileges, as are available to their most favored commercial advertisers. Pursuant to the Bipartisan Campaign Reform Act of 2002, no federal candidate will be offered a station’s lowest unit charge unless the candidate provides the station with a certification that the candidate (and any authorized committee of the candidate) has not and will not make any direct reference to another candidate for the same office in any broadcast unless the broadcast complies with Section 315(b)(2)(C) of the Communications Act as amended by the Bipartisan Campaign Reform Act of 2002. **This certification must be received before any purchase during a Pre-Election Window if the candidate intends to receive statutory lowest unit charge benefits.**

Rates for the Stations fluctuate on a weekly basis according to demand for each program ordered by each class of time. In general, the rate charged for commercial time sold is subject to negotiation. In some instances the Stations negotiate to make up rating point deliveries that fall below expected levels. No audience guarantees, with any advertiser, are firm until they have been fully negotiated (including the terms of posting) and specifically agreed to by the Stations in advance. The Stations’ provision of ratings information to any advertiser does not, standing alone, constitute a guarantee that audience levels will be reached. Candidates can negotiate with respect to audience delivery on the same basis as commercial advertisers. The Stations never offers cash rebates for under deliveries.

Sometimes a program will run later than originally scheduled, such as the late news after a sports event. If a program runs late the candidate will receive notification within five business days. If a program runs late a candidate may request make goods for any spots run in that program. For the last week of the campaign only, or if an invoice is sent and

received after the election has been held, credit, rather than make goods, can be issued on request of the candidate. Candidates must request make goods or, for the last week before the election credits, within two weeks of notification via invoice of the program late run. No make goods will be aired after the election and no credits will be issued unless a request is made within the two week period.

The following classes of spot announcements, each of which has a separate rate structure and lowest unit charge, are available:

Class One: (P2) Fixed or non-preemptible time. Spots purchased as fixed are not preemptible by other advertisers and will air as ordered except in the case of technical malfunction or unforeseen programming changes. In such cases makegoods will be provided as promptly as possible (and before the election) in comparable or better time periods.

Class Two: (P3) Commercials bought at these rates have an estimated 90% probability of airing, depending on market demand. These spot announcements may be preempted in favor of other spots announcements with advanced notice to the advertiser. No class 2 spots will be preempted if there are class 4 or class 3 spots bought in the exact same time period in the exact same week. If preemptions should occur, the station will give notice and an attempt will be made to offer a makegood of equal audience value. Every effort will be made to make good preempted spots purchased for use during the pre-election windows, before the election.

Class Three: (P4) Commercials bought at these rates have an estimated 80% probability of airing, depending on market demand. These spot announcements may be preempted in favor of other spot announcements with advanced notice to the advertiser. No class 3 spots will be preempted if there are class 4 spots bought in the exact same time period in the exact same week. If preemptions should occur, the station will give notice and endeavor to offer a makegood of equal/lesser audience value. Every effort will be made to make good preempted spots purchased for use during the pre-election windows, before the election.

Class Four: (P5) These are rates below the station's effective selling level. Commercials bought at these rates have an estimated 40%-70% probability of airing, and are immediately preemptible. In addition, upon preemption the station will endeavor to offer makegoods in whatever programming is available, which may be time periods of lesser audience value or different class of time.

The chance that preemptible spots will be preempted varies with the demand for time, which depends upon many factors such as the popularity of particular programs, the number of other advertisers seeking to purchase a particular program, economic conditions and similar considerations. As a result, the clearance potential of spots at particular price levels cannot be predicted in advance with complete accuracy. Inquiry

should be made at the time of order as to present estimates of the clearance potential of preemptible spots in particular time periods. Those estimates do not guarantee clearance or level of preemptibility as demand can vary daily, particularly immediately before elections.

The Stations will use best efforts to provide “make good” spots prior to the election for candidate “use” spots that are pre-empted due to technical problems or because of the nature of the time purchased. Although the Stations’ policy is to offer all candidates “make goods” before the election, they cannot guarantee to any advertiser that “make goods” will be provided in the time period or rotation originally ordered. If inventory constraints preclude such identical scheduling, the Stations will offer “make goods” of equivalent value. If these are not acceptable to the candidate, the Stations will provide credits or refunds for pre-empted spots.

The Stations sell a variety of packages and rotations. All packages will be made available to candidates, but candidates need not purchase the entire package or rotation to gain advantage of the pricing – during the Pre-Election Windows each spot ordered will reflect the charge for each class of time at the appropriate lowest unit charge.

If scheduled during the Pre-Election Windows, candidates can purchase spots with value-added elements in conjunction with air-time on the same terms as offered to commercial advertisers, including non-cash promotional incentives. Details will be provided upon request. “Billboard” or program sponsorship arrangements are not available to political advertisers.

Candidates can purchase time at the estimated lowest unit charge or at higher negotiated rates (subject to the issuance of rebates).

All commercials and programs are fully commissionable to recognized agencies at 15%. Legally qualified candidates who purchase time without use of an agency will be extended a 15% discount.

#### Sales of Time Outside the Pre-Election Windows

If candidates purchase time for broadcast outside the statutory Pre-Election Windows, rates and conditions of sale will be comparable to those charged and applied to commercial advertisers. Avails and rates will be provided to candidates for these periods on the same basis as to commercial advertisers. Candidates are not entitled to the lowest unit charge for time purchased for use outside statutory Pre-Election Windows but will be sold time at rates comparable to those paid by commercial advertisers. Volume discounts and similar discount privileges are available to candidates only on the same basis they are available to commercial advertisers during those periods. Rebates will be available only if required by equal opportunities and comparable rate requirements. The Stations’ policies concerning make-goods, the availability and pricing of package plans and other sales practices will be applied to political advertisers during non-window periods on the

same basis as to commercial advertisers. Candidates purchasing time for broadcast outside of Pre-Election Windows should inquire if they have additional questions about the Stations' policies during these periods.

#### Program Time Terms and Conditions:

The Stations will, on appropriate request and consistent with applicable federal requirements, make program time available for use by legally qualified federal political candidates. If program time is desired, please contact the Stations directly for current availability and rates.

#### Rebates:

The lowest unit charge is the lowest per-spot price paid for the same class and amount of time during the same time period. In calculating the lowest unit charge, the Stations will take account of rates for spots which are sold as part of packages.

Current estimates of the lowest unit charge and chances of pre-emptibility are disclosed continually throughout the campaign and may vary based on market conditions. Because determination of the lowest unit charge cannot be made until after all time has aired in a particular week and because the rate levels at which time will clear vary with market demand, the Stations cannot guarantee their estimates of the lowest unit charge or of the pre-emptibility of various classes of or rates of time. All such estimates are subject to change in light of current market developments. Candidates should inquire at the time of order as to current estimates of the lowest unit charge and pre-emptibility.

On a weekly basis, the Stations will review purchases of advertising by commercial and political advertisers. If that review indicates that political candidates are entitled to rebates in order to comply with federal requirements, every effort will be made to issue rebates (or, at the candidate's option, credits) within one week, and to the extent possible, prior to the election.

#### Ordering Procedures:

All political advertisers are asked to execute the attached "Acknowledgment of Political Broadcasting Policies of WSOC-TV, WAXN-TV and ESOC-TV."

Payment in full is due at the time of the order but no more than one week before the schedule is to start. Exceptions may be made for candidates or agencies (which accept payment responsibility in writing) with an established credit history, consistent with the Stations' policy with respect to similarly situated commercial advertisers. No scheduled time will be considered firm until the Stations have confirmed and accepted the order and payment is received. All payments must be made by check, cash or money order. All political advertisers must provide complete information concerning the entity or individual that is paying for the advertisement, including the identity of its chief

executive officers or members of its executive committee or board of directors. Candidates must also provide the name of the treasurer of their authorized committees.

The Stations reserve the right to recapture spot time sold to a candidate to meet equal opportunities or reasonable access requirements of the Communications Act of 1934, as amended. If spot time is recaptured by the Stations, the candidate will be advised as soon as practicable and an appropriate refund will be issued.

All advertising contracts and production materials should arrive at the Stations within the attached deadlines in order to ensure compliance with sponsorship identification requirements, Station technical standards and the provisions of this policy.

Production facilities are available and subject to charges based upon the production time and details involved in the production. We suggest a discussion with the station prior to production to outline production rates.

Traffic and Production Deadlines:

<u>LOG DAY</u>	<u>NEW ORDERS &amp; SCHEDULE CHANGES</u>	<u>COMMERCIAL MATERIAL AT STATION, AIR-READY</u>
SAT/SUN/MON	FRIDAY 12N	FRIDAY, 3PM
TUESDAY	MONDAY 3P	MONDAY, 3PM
WEDNESDAY	TUESDAY 3P	TUESDAY, 3PM
THURSDAY	WEDNESDAY 3P	WEDNESDAY, 3PM
FRIDAY	THURSDAY 3P	THURSDAY, 3PM

HOLIDAYS - ALL DEADLINES 48 HOURS EARLIER.

Sponsorship Identification:

The Stations expect all federal candidates to comply with the requirements of the Bipartisan Campaign Reform Act of 2002. These requirements include sponsorship identification requirements. It is the responsibility of the candidate, and not the station, to ensure that each candidate ad complies with applicable federal requirements. At a minimum, all political announcements and programs must include a sponsorship identification announcement which fully and accurately identifies the organization or individual which has paid for the commercial, using the terms “paid for by” or “sponsored by.” Such sponsorship identification must be visual, must last at least four seconds, and must use letters which are all at least 4% of vertical picture height. If an announcement or program does not include the required sponsorship identification, the

Stations will add the necessary information and charge the candidate production charges in accordance with its practices applicable to commercial advertisers. For a federal candidate to receive lowest unit charge, all advertisements that refer to opposing candidates must contain a printed statement that is displayed with a candidate picture at the end of the advertisement. The printed statement must identify the candidate, state that the candidate approved the broadcast, and state that the candidate and/or the candidate's authorized committee paid for the broadcast.

#### Disputes:

The Communications Act of 1934, as amended [the "Act"], establishes certain requirements for the sale of broadcast advertising time for use by or on behalf of political candidates. The Federal Communications Commission ["FCC"] has adopted rules and policies to implement those requirements and asserted its exclusive jurisdiction to enforce the Act. Complaints concerning the sale of political advertising by the Stations should therefore be filed with the FCC, subject to judicial appeal as provided by the Act. In order to ensure that material necessary to the resolution of disputes is maintained, political advertisers should file complaints with the FCC concerning the Stations' political practices and policies promptly. The FCC's resolution of such complaint(s), subject to such judicial review as is provided by the Act, provides the sole and exclusive remedy for such complaints.

#### Other Matters:

The Stations maintain public files with the Federal Communications Commission that can be accessed at [www.fcc.gov](http://www.fcc.gov).

#### WSOC/WAXN/ESOC Political Contacts:

Tricia Rana	WSOC National Sales Manager	704-335-4707
Mark Afshar	WAXN/ESOC National Sales Manager	704-371-3120
Kierstin Boujlil	Traffic Manager	704-335-4710
Andrea Moore	WAXN Local Sales Manager	704-335-4717
Arleda James	WSOC Local Sales Manager	704-335-4633
Charlsie Moore	WSOC Local Sales Manager	704-335-3124

This policy and the rates set forth on the attached political rate card are subject to change.

#### **\*Class and Section Details**

Class 1 correlates to priority level 2  
Class 2 correlates to priority level 3  
Class 3 correlates to priority level 4  
Class 4 correlates to priority level 5

## CERTIFICATION

I am a candidate for the federal office listed below. Pursuant to 47 U.S.C. § 315(b), I hereby certify that neither I nor any of my authorized committees have or will make a direct reference to another candidate for the federal office listed below unless such reference meets the requirements of 47 U.S.C. § 315(b)(2)(C) of the Communications Act as amended by the Bipartisan Campaign Reform Act of 2002.

I certify under penalty of perjury that this certification is accurate as of the date hereof.

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Candidate Name (printed)

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Federal Office

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Authorized Campaign Committee (printed)  
(if signing for the Candidate)

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Signature

Date:

**ACKNOWLEDGMENT OF POLITICAL BROADCASTING POLICIES**  
**OF WSOC-TV, WAXN-TV and ESOC-TV**

This will acknowledge receipt of “Information Concerning Political Advertising Policies of WSOC-TV, WAXN-TV and ESOC-TV.”

I agree that all purchases of advertising time on WSOC-TV, ESOC-TV and WAXN-TV, which I make by or on behalf of legally qualified political candidates, will be made subject to this Acknowledgment and the Political Policy.

I certify that I have been fully informed to my satisfaction concerning all classes of time which are available to advertisers, including every level of pre-emptability; the chances of preemption for the various levels of pre-emptability; the availability of packages and rotations, including the station’s willingness to negotiate combinations of time suitable to the needs of particular candidates; and the station’s policy with respect to makegoods.

I recognize the exclusive jurisdiction of the Federal Communications Commission (“FCC”) under the Communications Act of 1934, as amended (the “Act”), with respect to all disputes concerning purchases of advertising time by or on behalf of legally qualified political candidates, specifically including all disputes concerning charges for candidates’ “uses” of station facilities. I acknowledge that all such disputes will therefore be governed exclusively by the FCC’s rules and policies, subject to such judicial review as is provided for by the Act. In order to ensure that material necessary to resolution to such disputes is maintained, any such complaint should be filed with the FCC within ninety (90) days after the date of the election for which advertising has been purchased.

Unless I am, or represent, a candidate for federal elective office, I agree to indemnify and hold WSOC-TV, ESOC-TV and WAXN-TV harmless from and against any and all damages and liability, including reasonable attorney’s fees, which may be assessed as the result of advertising not involving a “use” which I purchase.

If I am an agent acting on behalf of a candidate, I certify that I have made full disclosure to the candidate of the information provided to me by WSOC-TV, ESOC-TV and WAXN-TV concerning their political advertising policies, and, if not, that I have been specifically authorized by the candidate to purchase advertising time on the Station on his or her behalf without the need to make such full disclosure. I further represent that I am authorized by all candidates on whose behalf I purchase time to agree to the terms and conditions set forth herein.

By: \_\_\_\_\_

On Behalf: \_\_\_\_\_

Date: \_\_\_\_\_