POLITICAL AD POLICY

This summary of Cox Media's political advertising policies ("Political Ad Policy") applies to purchases of advertising time for "Use" by legally-qualified political Candidates. A Use occurs if the spot or program includes a Candidate's recognizable voice or picture. Cox Media may ask Candidates to demonstrate that they are legally-qualified. Also, Candidates for Federal office must comply with the Bipartisan Campaign Reform Act of 2002 ("Reform Act").

Sales Within the Window

Election Windows. During the 45 day period before a Primary Election and the 60 day period before a General or Special Election ("Window"), Cox Media will sell spot time to Candidates at lowest-unit charge ("LUC"), meaning that Candidates will receive the same terms and conditions, including discount and other privileges, offered to our most favored commercial advertisers.

Federal Candidate Certification. Cox Media will not offer a Federal Candidate LUC during the Window unless the Candidate provides us with a Certification acceptable to Cox Media. This Certification must state that the Candidate (and any authorized committee) has not and will not make direct reference to another candidate for the same office in any ad unless the ad complies with Section 315(b)(2)(C) of the Communications Act, as amended by the Reform Act. Cox Media must receive a Certification before any purchase during a Window if the Candidate intends to receive LUC. The Certification should be provided with the Candidate's first order whenever possible. A sample Certification is attached.

Methods of Selling Time. Cox Media sells spot time to commercial advertisers by 'open rate card' pricing based on demand. Therefore, we offer a single class of time.

During the Window, Candidates may purchase ads at demand-generated rates, including rates higher than LUC, in the same manner as our commercial advertisers. Candidates will receive a rebate if the rates paid exceed LUC.

Attached is Cox Media's current rate card. This rate card shows Cox Media's current estimated LUC for the networks and rotations shown. The LUC shown on the rate card is Cox Media's current good faith estimate of the lowest unit charge for the networks and rotation shown; actual lowest unit charge rates in particular weeks may be higher or lower, depending upon actual demand and market conditions. When dictated by business necessity, this rate card may be superseded by other rate cards to reflect current demand for advertising time. Note that in the past, rates have generally increased near the end of a quarter and immediately prior to elections. Please inquire for rates for networks not shown.





Cox Media also makes available other rotations upon request, and will negotiate special packages (combinations of spots on various networks and in rotations) tailored to suit the particular needs of individual candidates. Cox Media may also engage in special promotions during the campaign period, and if so, it will make such promotions available to political advertisers upon request. Please note that in calculating the lowest unit charge, Cox Media will take into account the rates for spots which are part of such packages, and candidates purchasing time to air during pre-election windows do not need to purchase entire packages in order to gain the advantage of package pricing.

Cox Media sells commercial time on a demand, or preemptible basis: generally, as the cost of a spot for any specific network increases, so does its level of non-preemptibility. Preemption decisions may also be affected by considerations associated with federal and business requirements. Cox Media will negotiate the price for spots with political advertisers on the same basis as commercial advertisers and political candidates may purchase time at demand-generated rates on the same basis as commercial advertisers.

As mentioned, Cox Media sells commercial time on a preemptible basis, with all rates being subject to negotiation and general principles of supply and demand. In general, the lower the price paid, the higher the possibility that a spot may be preempted. Other factors such as the need to comply with federal requirements may enter into preemption decisions. Candidates should inquire at the time of their order as to Cox Media's current estimates of the preemptibility of time purchased at particular rates.

Rates shown on Cox Media rate cards are for 30-second spots. 60's are double the 30-second rate. Please inquire concerning rates, preemptibility, scheduling, and makegood policies for 15-second commercials.

If an advertiser claims that there has been under delivery based on ratings information submitted with availabilities, Cox Media may afford compensatory makegoods. The advertiser has the burden of bringing under delivery to Cox Media's attention, usually within 90 days. No audience guarantees, with any advertiser, are firm until they have been fully negotiated (including the terms of posting) and specifically agreed to by Cox Media, in advance. Cox Media's provision of ratings information to any advertiser does not, standing alone, constitute a guarantee that audience levels will be reached. Compensatory makegoods are generally scheduled as inventory permits. Candidates may negotiate with respect to audience delivery and appropriate compensation on the same basis as commercial advertisers.

Actual clearance potential of time purchased at various rate levels may vary greatly week to week depending upon market demand, program purchased and other factors. Political advertisers should inquire at the time of their order as to the current estimates of the lowest unit rate and the likelihood of preemption of time sold at particular rate levels.





Cox Media's policy is to air political advertising on Election Day.

All ads are fully commissionable to recognized agencies at 15%. Candidates purchasing time directly (without use of an agency) will receive a 15% discount.

Sales Outside the Window

If Candidates purchase time for cablecast outside the Window, rates and conditions of sale will be comparable to those charged and applied to Cox Media's commercial advertisers. Candidates are not entitled to LUC for time purchased for use outside the Windows. Volume discounts, make-goods, package plans and similar discount privileges are available to Candidates only on the same basis offered to commercial advertisers during those periods. Rebates will be available only if required by Federal Equal Opportunities and comparable rate requirements.

Availabilities

Attached is a description of certain networks and rotations available to Candidates, and the estimated LUC for each. Cox Media also makes available other networks and rotations, and may negotiate special advertising packages (combinations of spots on various networks and rotations) tailored to suit the needs of individual Candidates. We may engage in special promotions and if so, will make such promotions available to Candidates on request. In calculating LUC, Cox Media will take into account rates for spots sold as part of packages to commercial advertisers. Candidates who purchase time for use during the Window do not need to purchase packages to gain the advantage of package pricing.

All sales of time for use by Candidates are subject to recapture under Federal Equal Opportunities requirements. Cox Media may limit the number of avails offered for purchase by Candidates.

On DEMAND is a non-subscription (i.e. free) video-on-demand style program offering. Viewers can select content from On DEMAND and view it as often as they like, controlling the display with "pause," "rewind," "stop" and other VCR-like features.

Content is placed in On DEMAND for a limited time period, and then "refreshed" with new material. Cox Media cannot, however, predict whether a candidate or issue advertiser's content will actually be viewed or how often such content may be viewed.





Make-Goods

Cox Media will provide "make-goods" before the election for Candidate spots purchased for airing during the Window which are preempted, and will make reasonable efforts to provide a make-good in the same daypart or program purchased. We cannot, however, guarantee that make-goods will be provided in the time period originally ordered. If inventory constraints preclude identical scheduling, Cox Media will make reasonable efforts to offer make-goods in time period(s) of equal or greater value, or, if the Candidate prefers, will issue a credit or rebate.

Rebates

LUC is the lowest per-spot price paid for a spot which actually clears in the same class and amount of time, on the same networks, and during the same time period.

Current estimates of LUC for certain networks, dayparts and rotations are attached. Because LUC cannot be determined until after all spots have aired in a particular week and because the rate at which spots clear will vary with market demand, Cox Media cannot guarantee our estimates of LUC or preemptibility. All such estimates are, therefore, subject to change in light of current market developments. Candidates should inquire at the time of order as to current estimates of the LUC and preemptibility.

On a weekly basis, Cox Media will review purchases of advertising by commercial and political advertisers. If our review indicates that Candidates are entitled to rebates to comply with federal requirements, every effort will be made to issue rebates (or, at the Candidate's option, credits) within **10 days or less** and, to the extent possible, before the election.

Ordering Procedures

All political advertisers are asked to sign and return the attached "Acknowledgment of Political Ad Policy."

Payment in full is due prior to start of your schedule. Cox Media may make exceptions for Candidates or agencies (which accept payment responsibility in writing) with an established credit history, consistent with our policy for similarly-situated commercial advertisers. No scheduled time will be considered firm until Cox Media has confirmed and accepted an order, and payment in check, cash or money order is received.

All political advertisers must provide complete information concerning the entity or individual who is paying for the ad, including the identity of its chief executive officers or members of its executive committee or board of directors. Candidates must name the treasurer of their authorized campaign committee.

Cox Media reserves the right to recapture spot time sold to Candidates to meet Equal Opportunities requirements of the Communications Act. If we recapture spots, Cox Media will advise the Candidate as soon as practicable and issue an appropriate refund or credit.





Your advertising contracts should arrive at our office **by 10 am the day prior to** cablecast or **by 10am on Friday to begin on Monday**. All production materials should arrive at our Centralized Fulfillment Center to ensure compliance with sponsorship ID requirements, cable system technical standards and this Policy. Electronic delivery of production materials must arrive **by 10 am the day prior to** cablecast or **by 10am on Friday to begin on Monday**. Tape delivery must arrive **48 hours** before cablecast. Orders to begin during a weekend should be placed with payment no later than **10am on Friday**.

Sponsorship Identification

Cox Media expects all Federal Candidates to comply fully with the Reform Act, including sponsorship identification requirements. It is the Candidate's responsibility to ensure that each Candidate ad complies with applicable federal requirements.

At a minimum, all political announcements must include a sponsorship identification announcement which: **(a)** fully and accurately identifies the organization or individual paying for the ad, using the terms "paid for by" or "sponsored by"; **(b)** is visual and lasts at least four seconds; and **(c)** uses letters which are all at least 4% of vertical picture height.

If your spot does not include the required sponsorship ID, Cox Media will add the necessary information. We may charge you production charges in accordance with our commercial advertiser practices.

For a Federal Candidate to receive LUC, all ads referring to opposing candidates must contain a printed statement, displayed with a Candidate picture, that **(a)** identifies the Candidate, **(b)** states that the Candidate approved the ad, and **(c)** states that the Candidate and/or the Candidate's authorized committee paid for the ad.

Disputes

The Communications Act of 1934, as amended, establishes requirements for the sale of cablecast ad time for use by or on behalf of Candidates. The Federal Communications Commission ("FCC") has adopted rules and policies to implement those requirements and asserted its exclusive jurisdiction to enforce the Communications Act. Complaints concerning the sale of political ads by Cox Media should therefore be filed with the FCC. To ensure that material necessary to resolution of disputes is maintained, political advertisers should file any complaints promptly. The FCC's resolution of such complaint(s), subject to such judicial review as is provided by the Communications Act, provides your sole and exclusive remedy.





Other Matters

Cox Media maintains a public inspection file for the Lafayette Candidates at **1906 Eraste Landry Lafayette**, **La 70506**, files for the Baton Rouge Candidates at **7401 Florida Blvd Baton Rouge**, **La 70806** and files for the New Orleans Candidates at **2121 Airline Highway Metairie**, **La 70001** which includes certain required information concerning political advertising. This file is available for public inspection and copying during **Monday – Friday 8am – 5pm**.

Please contact <u>Trent Darbonne - trent.darbonne@coxmedia.com - 504- 358-6438 or</u>
<u>Pat Age - pat.age@coxmedia.com - 504-</u> 358-6421 if you have any questions concerning Cox Media's political advertising policies or rates.

This Political Ad Policy and the rates on Cox Media's Political Rate Card are subject to change.

