

**POLITICAL ADVERTISING  
2022 Disclosure Statement**

**Of**

**KAKE-TV  
Wichita, Kansas**

This Disclosure Statement Is Effective  
For The Period Beginning On 6/18/2022  
And Ending On 8/2/2022

1/1/2022

**Section 1**  
**INTRODUCTION**

We wish to thank you for your interest in purchasing political advertising on KAKE (“the Station”), in Wichita, Kansas. It is our desire to furnish you complete information concerning our various advertising rates, policies, plan and packages and to assist you in making an informed decision concerning the purchase of advertising on our Station. This Disclosure Statement (“Disclosure Statement”) has been prepared and is being provided to you for that purpose.

Should you have any questions concerning this Disclosure Statement please let us know. We realize that the purchase of broadcast advertising time may be complex. We will be pleased to respond to your questions and to clarify, upon request, the various rate plans and policies described herein. We encourage you to inquire. All inquiries should be directed to:

Ryan Harris  
Director of National Sales  
3914 Wistar Road  
Richmond, VA 23228  
(804) 672-6565

**Section 2**  
**EQUAL OPPORTUNITY**

The Station will afford “equal opportunity” within the meaning of the regulations of the Federal Communication Commission (“FCC”) to all legally qualified candidates for the same office.

**Section 3**  
**THE LOWEST UNIT CHARGE**

It is our policy and practice to extend for the “use” of the Station’s facilities by all “legally qualified candidates” during the forty-five (45) day period prior to a primary election and the sixty (60) day period prior to a general election (each of which is referred to as the “lowest unit charge period” or “political window”) 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 45/60 day “lowest unit charge” periods, advertising rates that are comparable to rates we charge to commercial advertisers for comparable uses.

The lowest unit charge is determined on a Monday-Sunday weekly basis. Rate card data is subject to change in conformity with KAKE’s normal commercial sales practices, making it necessary for advertisers to reconfirm rates when placing orders.

Please 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.

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/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. 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-Pre-emptible (2) Pre-emptible with 30 day notice (3) Pre-emptible with 48 hours notice (4) Pre-emptible with 48 hours notice (5) Immediately Pre-emptible. A description and definition of each class follows:

1. Non-Preemptible - the announcements are scheduled to be broadcast at a specific time and may not be preempted at any time except in the case of technical difficulties.
2. Pre-emptible with 30-day notice- The announcements are scheduled to be broadcast at a specific time but may be preempted at any time if another advertiser desires to buy the time by paying a higher price. These announcements carry the risk of preemption by Non-Preemptible notice sold by the Station and, consequently, are less expensive than Non-Preemptible offered by the Station.
3. Preemptible with 48 hours’ notice (offered as non-pre-emptible to political candidates, but not issue advertising)-The announcements are scheduled to be broadcast at a specific time but may be preempted at any time if another advertiser desires to buy the time by paying a higher price. These announcements carry the risk of preemption by Non-Preemptible and Preemptible with 24 hr. notice sold by the Station and, consequently, are less expensive than Non-Preemptible and Preemptible with 24 hr. notice offered by the Station. At current selling levels, we estimate that this class of announcements will be preempted approximately 25% percent of the time. The likelihood of preemption is a function of a number of factors including demand and supply. We will, upon request, provide you with a more current estimate of the likelihood of preemption when your order is placed.

4. Pre-emptible with 24 hours' notice -The announcements are scheduled to be broadcast at a specific time but may be preempted at any time if another advertiser desires to buy the time by paying a higher price. These announcements carry the risk of preemption by Non-Pre-emptible and Pre-emptible with 48-hr notice sold by the Station and, consequently, are less expensive than Non-Pre-emptible and Pre-emptible with 48 hr.- notice offered by the Station. At current selling levels, we estimate that this class of announcements will be preempted approximately 50% percent of the time. The likelihood of preemption is a function of a number of factors including demand and supply. We will, upon request, provide you with a more current estimate of the likelihood of preemption when your order is placed.
5. Immediately Pre-emptible. The announcements are scheduled to be broadcast at a specific time but may be preempted at any time if another advertiser desires to buy the time by paying a higher price. These announcements carry the risk of preemption by all other classes of time sold by the Station and, consequently, are the least expensive of all classes of time offered by the Station. At current selling levels, we estimate that this class of announcements will be preempted approximately 75% percent of the time. The likelihood of preemption is a function of a number of factors including demand and supply. We will, upon request, provide you with a more current estimate of the likelihood of preemption when your order is placed.

The above classes of time refer to announcements ordered for specific, individual programs airing on KAKE. The station, on occasion, offers an additional class of time for announcements ordered for broad periods of time as opposed to specific individual programs. Please refer to Section 14 and Section 15, or contact the station for more information.

#### **Section 7 TIME UNITS AVAILABLE**

We sell advertising time to candidates in 15, 30 and 60-second units.

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.

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 8 PREEMPTION PRIORITY FOR THE SAME CLASS OF TIME**

In the event our sale orders for the same class of announcements for the same time period should exceed the Station's available inventory, we will subject to the "reasonable access" requirements for federal candidates, establish a scheduling priority for the announcements on the following basis:

1. Outside the "lowest unit charge" periods, priority will be given to the schedule of announcements purchased by the advertiser, who has purchased, in the aggregate, the largest dollar volume of advertising. In the event two or more advertisers have purchased the same dollar volume, the advertiser whose order was purchased first will be afforded priority.
2. During the "lowest unit charge" periods, political advertisements qualifying for the "lowest unit charge" will be afforded scheduling parity with advertisements purchased by the Station's most favored commercial advertisers. In the event the purchase orders of a commercial and political advertiser should be considered equal under these criteria, a political advertiser will be afforded

- priority. In the event the purchase orders of two or more political advertisers should be considered equal under these criteria, the candidate whose order was placed first will be afforded priority.
3. Candidates should be aware that, unless a contrary result is demanded by statutory requirements, orders for the purchase of time may not be filled due to lack of availabilities of a particular class of time. In such case, candidates will be offered a different class of time (if available). The earlier an order is placed, the greater the scheduling option will be.

### **Section 9 MAKE GOOD POLICY**

In the event an Immediately Preemptible, Preemptible With 24 hours' Notice or Preemptible with 48 hours' notice announcement is preempted, we will attempt to provide a "make-good" announcement in a comparable time period(s) to achieve an audience level comparable to that which might have been delivered by the preempted announcement, as estimated or projected by us when the order was placed. In these circumstances, if a suitable make good announcement cannot be broadcast; we will issue a rebate or credit as the advertiser may elect.

### **Section 10 STATION RATES**

The rates listed in Attachment B 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 11 POLITICAL RATES (CURRENT LOWEST UNIT CHARGE RATE)**

The rates listed in Attachment A 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 applicable forty-five (45) day and sixty (60) day "lowest unit charge" periods prior to each election. Again, political advertisers should be aware that our rate card is updated often because our 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 12 CURRENT RATES AND SELLING LEVELS**

At the end of each week, we will update the rates quoted above and will, upon request, provide our current rates and current selling levels (i.e., estimated likelihood of preemption) to each advertiser. Prospects for clearance usually diminish as the election draws closer. Pre-emption percentages are likely to be higher in days/weeks immediately prior to an election. We encourage you to inquire of us each week so that the most current information may be furnished to you.

### **Section 13 AUDIENCE DELIVERY**

While we will attempt, upon request, in good faith, to estimate the audience rating for a specific advertising purchase, we do not guarantee that a particular advertising schedule will deliver that rating. We do not provide cash refunds or rebates to any commercial or political advertiser as the result of our failure to deliver an estimated audience rating. We will offer to run, in our discretion, additional bonus spots after an advertising schedule has been broadcast if our rating information indicates that the Station delivered less than ninety percent (90%) of our estimated rating. The provision of such bonus advertisements, however, is not guaranteed; bonus amounts in these

circumstances are subject to other time demands and availability and may not be offered in the same time periods as the original schedule.

Political advertisers should note that audience-rating data may not be received until after an election. Therefore, a determination of the appropriateness of bonus advertising may not be made until after the election. Accordingly, any bonus advertising announcements that might be offered may be of no value to political advertisers. Rebates in these circumstances will not be made to political candidates because, as noted above, we do not make rebates to commercial advertisers for under delivery of estimated audience ratings.

#### **Section 14 PACKAGE PLANS**

Attachment C contains a description of our various commercial advertising package plans. This attachment reflects the rates available to “legally qualified” candidates both outside and within the “lowest unit charge” periods. We encourage you to consult us to determine if any of the plans would be appropriate for your advertising needs.

#### **Section 15 PER INQUIRY AND DIRECT RESPONSE RATES**

Attachment D describes our policies concerning per inquiry and per response advertising.

#### **Section 16 NON-CASH MERCHANDISING AND PROMOTIONAL ADVERTISER INCENTIVES**

The Station may offer various non-cash merchandising and promotion 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 promotion reasonably imply a relationship between the Station and the advertiser.

Attachment E describes the Station’s various non-cash incentive plans, which are available to political advertisers.

#### **Section 17 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 18 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. In order to prevent the appearance that our Station supports or favors any political candidate, we do not allow our on-the-air talent to appear in any political advertising.

#### **Section 19 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 20**  
**SPONSORSHIP IDENTIFICATION**

All political advertisers must fulfill sponsorship identification requirements established by the FCC. The identification must state that the broadcast is "sponsored by" or "paid for" 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 (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/60-day political windows, a candidate for *federal* office must comply with disclosure requirement described above in Section 3.

**Section 21**  
**ORDERING DEADLINES**

The Station's weekly ordering deadlines are as follows:

<u>Airing</u>	<u>Orders Due</u>
Monday	Friday 12n Eastern
Tuesday	Monday 12n Eastern
Wednesday	Tuesday 12n Eastern
Thursday	Wednesday 12n Eastern
Friday	Thursday 12n Eastern

The Station's weekend ordering deadlines are as follows:

<u>Airing</u>	<u>Orders Due</u>	<u>Orders Due</u>
Saturday	Friday 12n Eastern	
Sunday	Friday 12n Eastern	

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."

The Station's regular ordering deadlines may change in advance of a national holiday when the Station will be closed.

**Section 22**  
**BROADCAST OF POLITICAL ADS ON ELECTION DAY**

It is our policy to broadcast political advertisements on the day of an election up to and until 8:00pm Eastern time.

**Section 23**  
**WHO TO CONTACT**

Political advertisers interested in ordering time should contact:

Ryan Harris  
Director of National Sales  
3914 Wistar Road  
Richmond, VA 23228  
(804) 672-6565

**Section 25**  
**TAPE AND COPY DELIVERY**

Commercial spots and copy should be delivered to:

Lorie Wagner  
[lwagner@kake.com](mailto:lwagner@kake.com)  
(316)946-1349

<u>Airing</u>	<u>Copy &amp; Traffic Due</u>
Monday	Friday 12n Eastern
Tuesday	Monday 12n Eastern
Wednesday	Tuesday 12n Eastern
Thursday	Wednesday 12n Eastern
Friday	Thursday 12n Eastern
Saturday	Friday 12n Eastern
Sunday	Friday 12n Eastern

**Section 26**  
**PAYMENT AND CREDIT POLICY**

The Station requires political advertisers to pay for advertising by check or cash at twenty-four (24) hours prior to the date of broadcast.

**Section 27**  
**STATION'S RIGHT TO RECAPTURE TIME**

We reserve the right to cancel or adjust the amount of time sold on the Station to accommodate breaking news coverage, special programming or advertising preemptions, or because of technical difficulties or labor disputes, or for other reasons beyond the control of the Station, or where necessary to enable the Station, pursuant to the Communications Act of 1934, 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 a may be appropriate.

**Section 28**  
**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 is it 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 contracts and none of the maters contained in the Disclosure Statement are incorporated by reference in the sale contract.

**Section 29**  
**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.

