

KTSF TELEVISION, SAN FRANCISCO, CALIFORNIA
POLICY STATEMENT FOR POLITICAL ADVERTISING BY NON-CANDIDATES
California General Election November 6, 2018

The following describes the KTSF policy governing the sale of time to non-candidates, and to organizations that are independent of, and do not coordinate with, any candidate or his or her authorized committee, for political advertising on KTSF (both the primary channel and its digital subchannels) prior to the 2018 General election. A separate KTSF “**POLITICAL CANDIDATE ADVERTISING AND POLITICAL RATE DISCLOSURE STATEMENT**” governs the station’s policy for the sale of time to candidates and their authorized committees.

This Policy Statement applies to buyers of time such as corporations, labor unions, advocacy groups, political action committees, non-candidate individuals and others who plan to use the time to take positions on public issues, such as issues of significant public importance and ballot propositions; to support or oppose particular candidates for public office; and potentially for other types of political, election-related communications.

Due to the Supreme Court’s *Citizens United* decision, KTSF will consider requests for time by corporations and labor unions for “electioneering communications” up to Election Day. “Electioneering communications” are defined by law as “any broadcast communication” that “refers to a clearly identified candidate for federal office,” is made within 60 days of a general election, and is publicly distributed (i.e., the communication can be received by at least 50,000 people in California). Advertising of this kind – independent expenditures for express advocacy -- by corporations and labor unions was prohibited previously.

This Policy Statement is not a contract for the sale of advertising time. It is provided solely to assist independent-of-candidate individuals and groups to make informed decisions about buying time on the station for political messages, and to promote compliance with Federal Communications Commission (“FCC”) and other applicable law.

1. **Availabilities:** KTSF (both the primary channel and its digital subchannels) is not required to sell time to any non-candidate, but is choosing to do so subject to this Policy Statement. All political advertising that is sold pursuant to this Policy Statement will cease at 5:00 pm on November 6, 2018.

A. The Station reserves the exclusive right to determine whether to accept or reject any request for time, and if a request is accepted, to determine the amount of time, the programs or periods in which such time will be made available and the rates to be charged. Each request will be evaluated upon receipt. When requests are accepted the Station will attempt to accommodate sponsor preferences for time and placement as much as possible. No time will be made available in children’s programming.

B. Subject to this Policy Statement, non-candidate sponsors may purchase time on the basis of any class set forth on the attached rate card subject to availabilities and this Policy Statement. The station will consider requests for 120 second, 60 second, 30 second, and 15

second political announcements. Rates are determined primarily by demand, available inventory and time periods and therefore are subject to change at any time.

C. Requests for program time, including lengths of 30 minutes and 60 minutes, will be considered on an individual basis. No promotional announcements (aside from a candidate's separately purchased spot uses) will be scheduled to promote political programs.

2. Rights Reserved to Station. KTSF (both the primary channel and its digital subchannels) may:

A. Decline to air, or discontinue the broadcasting, of any ad under this Policy Statement for any reason, such as lack of availabilities, obligations to provide airtime to candidates, content not in public interest, content unlawful (e.g. defamatory, lacking required sponsorship identification/disclaimer), or for no reason.

B. Censor or require changes in ad content.

C. Channel content to an appropriate time period, such as the 10:00 pm – 6:00 am FCC “safe harbor” period with respect to child viewing.

D. Add a viewer advisory or disclaimer before and/or after an ad that may be disturbing to children or others.

E. Decline to air material that counters a position previously taken by a non-candidate advertiser. There is no legal obligation to provide time for this purpose.

F. Preview ads for suitability of content for the KTSF viewing public, technical aspects such as proper length, to verify that an ad contains the required disclaimer/sponsorship I.D., to verify whether an ad relates to a political matter of national importance, or for any other reason.

G. Change this Policy Statement at any time.

H. Require certification from advertisers of compliance with law, and indemnification of KTSF (both the primary channel and its digital subchannels) against liability for airing the content.

I. Require sponsor to provide proof of claims made in an ad.

J. Require information from sponsor that is required by law for the KTSF public inspection file.

K. Take other steps as may be necessary in Station's judgment to fulfill its obligation to operate in the public interest.

3. Advertiser Obligations. Advertisers must:

A. Comply with all applicable law, federal, state and local.

B. Include within the ad the sponsorship identification required by Section 317 of the federal Communications Act and FCC and FEC rules for the particular type of message, and certify to and indemnify KTSF about that. If ads do not contain the required identification, KTSF reserves the right to add it.

C. Indicate to Station in requests for time whether or not the proposed broadcast message includes an appearance by a candidate, if so whom and for what office, and whether the sponsor is an opponent of that candidate. Station may reject ads that would trigger “equal opportunities” requirements.

D. Provide station at the time of the request for time with the information required for the KTSF public file.

E. Comply with the payment and all other requirements of this Policy Statement.

F. Be aware that orders for the purchase of time made after 5:00 PM on the Friday before Election Day may not be filled due to lack of availabilities. The earlier an order is placed, the greater the scheduling options.

4. **Rates:** Rates can fluctuate daily upon demand according to the class of time ordered. Quoted rates are based on 30-second ads. Rates for other lengths of spots will be quoted upon request.

5. **Requests for Time:** All requests made by individuals and organizations per this Policy Statement must be submitted and filed using the form PB-18 Issues provided in this Statement. This form is placed in the KTSF Public File as soon as possible. Furthermore, should the sponsor buy, the Agreement for Political Broadcast on form PB-18 Issues must be completed and submitted to the Station. Advance orders for schedules of political advertising will be subject to reconfirmation 30 days preceding start of schedule.

6. **Rotations:** The station’s normal rotation procedure shall be applicable to all rotator/package spots. Ads may be purchased individually or in designated rotations among several designated days or time periods.

7. **Commercial Material Requirements:**

A. All commercial material, and written instructions for its use, must be submitted to the station in writing at least five weekdays prior to the first air date of the order. Station will accept material on Beta SP, digital Beta, or Standard Definition digital format. All instructions for airing material must be in writing. Material must be received in sufficient time to permit confirmation of compliance with sponsorship identification requirements of Section 317 of the Communication Act, broadcast technical standards, and sponsor’s authorization.

B. Orders for political time will not be considered firm for broadcast clearance until the following have been provided:

- a) Completed and signed Agreement Form for Noncandidate Political Advertisers.
- b) Net cash-in-advance payment.
- c) Where the purchase is made by a corporation, committee, association or other Unincorporated group, a list of the entity's chief executive committee or board of directors.

C. **Production:** Station facilities may be utilized for the production of political announcements or programs, subject to available production time (rates upon request). Production charges are handled separately from time charges. Agencies and/or noncandidate sponsors who schedule production time at the Station are required to provide a check for payment of accrued charges immediately following the production session. No spots will air, nor will any dubs be ordered, until a check is received for the correct amount. No Station news talent is available for political advertising purposes, on-camera or voice-over. In addition, subject to availability of qualified personnel, anticipated equal opportunities requests and other factors, KTSF plans to offer limited translation services on request, which will be billed per KTSF's comparable rates for production charges. The Station also reserves the right to decline to perform translation services. The advertiser will be requested to sign a written release indicating he/she has requested the translation, approves its content and releases the Station from any potential liability of any kind for it. Delivery deadline for material for which KTSF will be providing translation services is at least five weekdays prior to the first air date of the material on KTSF.

8. **Payments:** All political advertisers must pay in full in advance of airdate. Payments for all political advertising and/or productions are due at the time that orders are accepted. No orders are firm until money is received by the station (cashier's check). Payment shall not be accepted later than three days (72 hours) prior to broadcast. Where the purchase is made by a corporation, committee, association or other unincorporated group, a list of the entity's chief executive committee or board of directors is required.

9. **Make Goods:** The Station will use its best efforts to provide "make good" spots prior to the elections for spots that are preempted due to technical problems, the nature of the time purchased, emergencies or other reasons. Although the Station's policy is to offer make goods before the election, it cannot guarantee to any advertiser that the make goods can be provided in the time period or rotation originally ordered. If inventory constraints preclude such identical scheduling, the Station will offer make goods of equivalent value. If these are not acceptable to the advertiser, the Station will provide credits or refunds for preempted spots.

10. **Packages:** Combinations of classes are available. Each ad ordered will reflect the appropriate class of time. Rates for each ad in the package will be allocated for each class by the Station. Combinations of classes and time-periods are available. Packages and volume discounts are negotiable.

11. This Policy Statement is part of each noncandidate political advertising contract.

Attachments

Form PB-18 Issues: Agreement For Non-candidate/Issue Advertisement