

**KSL-TV**  
**2016 POLITICAL DISCLOSURE STATEMENT**

The policies in this Political Disclosure Statement apply only to legally qualified candidates for public office or their authorized campaign organizations (collectively, the “Candidate”) who seek to purchase advertising time (“Advertisements” or “Advertising”) on KSL-TV or its digital subchannels (collectively, the “Station”). The policies are not applicable to political action committees or to non-candidate “issue” advertising.

The Station will provide reasonable access to all Federal Candidates prior to each primary or general election involving the Candidate. While Candidates may request specific programming, the Station reserves the right to determine program availability to particular Candidates.

Advertising in news programming is not sold to Candidates. Any exceptions must be approved by Station management.

**Identification**

All Advertisements must comply with the sponsorship identification requirements of §317 of the Communications Act and the rules and regulations of the Federal Communications Commission (“FCC”). Should a Candidate Advertisement not contain the proper sponsorship identification, the Station may add the appropriate material within the body of the Advertisement. Such additions may alter the content of the Advertisement.

**Orders**

Orders for Advertising must include the following:

- A. Completed and signed Agreement Form for Political Broadcasts (NAB Form PB-18 Candidates);
- B. When the order 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. When doubt exists, satisfactory proof that the Candidate is “legally qualified,” as that term is defined by the Federal Communications Commission;
- D. When doubt exists, satisfactory proof that the purchaser is authorized to buy time for the Candidate;
- E. All Advertising orders are subject to the Station’s normal credit policies. If the Candidate or the Candidate’s advertising agency does not have an established credit history, the Station may require cash payment or certified funds in full

seven (7) days in advance of the air date of the first Advertisement in the schedule; and

- F. Commercial facilities (tape, film, slides or copy), along with written instructions for their use, should be submitted to the Station as soon as possible to ensure proper airing. All instructions for airing of facilities must be in writing. Changes to these instructions must be in writing to the Station (by letter, email or fax) prior to the changes being made. Film or tape should be received in sufficient time to permit confirmation of compliance with sponsorship identification requirements and with broadcast technical standards.

Deadlines for all commercial material, time orders and contract changes are due by 5:00 p.m. on each of the following days:

Thursday for Sunday's and Monday's logs;  
Friday for Tuesday's log;  
Monday for Wednesday's log;  
Tuesday for Thursday's log; and  
Wednesday for Friday's and Saturday's logs.

If a Candidate fails to provide the information outlined in Sections A-F above, or fails to meet the above-listed deadlines, the Station may preempt some or all Advertisements. The Station will send confirmation of broadcast or changes to Advertising schedules as ordered to the Candidate or the Candidate's advertising agency as soon as commercially possible. In addition, this information will be available on request at any time.

### **Production**

Station facilities may be utilized for the production of Advertisements or programs, subject to available production time. Rates for this service will be given on request.

Production charges are handled separately from time charges. No Station news talent is available for Advertising purposes or for on-camera or voice-over work.

### **Rates**

Candidates may purchase any of the following three (3) different classes of time or any combination thereof:

- Section 5: *Non-preemptible.* Advertisements scheduled to air at the Station's discretion in the particular program, time period, daypart or day specified by the Candidate. (The three (3) minute periods before and after a program airs are generally considered to be part of the same program.) Advertisements in this Section may not be preempted in favor of any other

advertisement (either commercial or political) and will air as scheduled, absent unforeseen program changes or technical difficulties;

Section 50: *Preemptible With Notice.* Advertisements scheduled to air at the Station's discretion in the particular program, time period, daypart or day specified by the Candidate, but subject to preemption with notice. If an Advertisement in this Section is preempted, the Station will make a good faith effort to provide an appropriate make good or will credit the Candidate for the value of the preempted Advertisement. The Station will provide a good faith assessment of the likelihood of preemption when the Candidate makes a request for time.

Section 55: *Preemptible Without Notice.* Advertisements scheduled to air at the Station's discretion in the particular program, time period, daypart or day specified by the Candidate, but subject to preemption without notice. If an Advertisement in this Section is preempted, the Station will make a good faith effort to provide an appropriate make good or will credit the Candidate for the value of the preempted Advertisement. The Station will provide a good faith assessment of the likelihood of preemption when the Candidate makes a request for time.

Rates fluctuate on a weekly basis according to the class of time ordered. Quoted rates from availability requests are for 30-second Advertisements. Rates for other lengths of time will be quoted on request. In certain circumstances, the Station is willing to commit to the delivery of minimum audience levels. Details concerning the Station's minimum audience delivery program are available on request.

The "LUC Period" is the 45-day period preceding a primary election and the 60-day period preceding a general election. During a LUC Period, the Station will offer each class of time to Candidates at its lowest unit charge: the lowest clearing rate of the particular class of time ordered by a Candidate for the time period when the Advertisement is broadcast. The Station will provide a good faith assessment of the lowest unit charge for each class of time on request. Outside of the LUC Period, the Station will offer Candidates rates comparable to those offered to the Station's commercial advertisers.

### **Certification**

In order for a Federal Candidate to receive the lowest unit charge during the LUC Period, the Federal Candidate must provide written certification to the Station that the material to be broadcast does not refer to an opposing candidate. If the material does refer to an opposing candidate, the certification must indicate that the broadcast will include a clearly identifiable visual image and printed statement that identifies the Federal Candidate and states that the Federal Candidate has approved and paid for the broadcast.

### **Availability**

Advertising time is generally available in 10, 15, 30, 60, 90 or 120-second lengths. Requests for non-standard or program length time will be considered on an individual basis.

### **Rebates**

If advertising time (either commercial or political) is sold for a particular class of time or time period and is broadcast during the LUC Period at a rate lower than the rate paid by a Candidate, the Station will provide the Candidate the benefit of the lower rate, either by way of a rebate or as a credit against future purchases, at the option of the Candidate.

### **Make Goods**

The Station will use its best efforts to provide timely make goods for Advertisements that are preempted due to technical problems or because of the nature of the time purchased. Although the Station's policy is to offer all Candidates make goods prior to the election, it cannot guarantee to any advertiser (either commercial or political) that the make goods can be provided in the time period or rotation originally ordered. If inventory constraints preclude identical scheduling, the Station will offer make goods of equivalent value. If these make goods are not acceptable to the Candidate, the Station will provide a credit or refund for the value of the preempted Advertisements, at the option of the Candidate.

### **Packages**

Combinations of classes of time are available as packages. The Station will allocate the price for each advertisement in such packages. The lowest unit charge will reflect this allocation.

### **Value Added Features**

Value added features such as direct mail/television combinations and non-cash promotional incentives (a bonus to an advertiser if certain prospective advertising levels are reached) that are offered to commercial advertisers are also available to Candidates. Information concerning these materials will be provided on request.

### **Rotations**

Advertisements may be purchased individually or in designated rotations among several designated day or time periods.