

SummitMedia LLC
Knoxville Radio – WCYQ-FM, WKHT-FM, WNOX-FM and WWST-FM
POLITICAL ADVERTISING POLICY STATEMENT

SECTION 1 – GENERAL INFORMATION

A. Applicability.

These policies apply only to legally qualified Candidates or their authorized campaign organizations to promote their candidacy; they are not applicable to political action committees or to non-candidate “issue” advertising.

B. Required Candidate Information.

All inquiries should identify the candidate, organization, and nature of the request.

All political advertisers are required to sign the bottom of this policy statement to acknowledge receipt and understanding of SummitMedia LLC Political Advertising Policy Statement.

The NAB PB-19 form completed by the advertiser must accompany each political order.

A list of the entity’s executive officers or the members of the executive committee and of the entity’s board of directors must be provided when the purchase is made by a corporation, committee, association, or other unincorporated group.

Where doubt exists, Station may require satisfactory proof that the candidate is “legally qualified”, as that term is defined by the FCC.

Where doubt exists, Station may require satisfactory proof that the purchaser is authorized to buy time for the candidate.

Advertising orders for all candidates must be received in writing and signed by the person making the purchase. If an advertising agency is involved, the advertiser should furnish SummitMedia LLC with a statement signed by the candidate authorizing the agency to purchase advertising on the candidate’s behalf.

C. Access to the Public File.

All inquiries, including requests for time and time purchase orders will be placed in the Station’s Political File in a timely fashion.

Candidates or their representatives may view the station public inspection files on political advertising at www.fcc.gov.com

SECTION 2 - APPLICABILITY OF LOWEST UNIT CHARGE; ACCESS

A. Lowest Unit Charge Period.

Section 315(b) of the Communications Act of 1934, as amended (the “Act”) directs broadcasters to charge legally qualified candidates for public office the lowest unit charge (“LUC”) of the station for the same class of time for the time when the advertisement airs during the 45 days preceding a primary election and the 60 days preceding a general or special election (“Lowest Unit Charge Periods”). Within the Lowest Unit Charge Periods, the rates charged to political candidates will not exceed the lowest price paid by another advertiser for spots of the same class and length for the same program, daypart or rotation which run during the same rate period as the political spots. A legally qualified federal candidate will be eligible to receive the LUC only if the candidate provides the written certification required under the Bipartisan Campaign Reformed Act of 2002 (“BCRA”) and adheres to that certification throughout the campaign.

These policies apply to purchases of advertising time for “use” by political candidates. A “use” is any “positive appearance of a candidate whose voice or likeness is either identified or is readily identifiable.” During any time outside of the 45-day and 60-day Lowest Unit Charge Periods, the charges for political advertisements constituting a “use” will not exceed rates charged to other advertisers for comparable use of a Station’s facilities.

B. Reasonable Access

The Act requires broadcast licensees to provide “reasonable access” to all federal candidates. While candidates may request specific programming and the Station will negotiate specific requests, the Station reserves the right to determine the amount of time and program availability to be afforded to candidates considering all relevant circumstances. All commercial schedules are subject to the understanding that SummitMedia LLC may cancel portions of schedules to allow access to other candidates in compliance with federal laws. The Station may determine, in its sole discretion, which non-federal elections it will accept.

SECTION 3 - CLASSES OF COMMERCIAL TIME; COMMERCIAL LENGTH; PACKAGES

A. Class of Time

The Stations offer 3 classes of time. Specific information regarding each class of time is provided at the end of this document. Estimates of each Station's lowest unit charge for each class of time, rotation, program and/or period of the broadcast day are set forth on the Station's political rate card. The precise lowest unit rate may not be determined until after spots have aired. Lowest unit rates provided to eligible candidates in advance represent the station's best good faith estimate of such rates, although the final rates may vary, in which event rebates will be provided if appropriate.

B. Periods of Time

The programs and/or dayparts in which commercial spots may be purchased are set forth on the Station's political rate card. The Station also offers broad rotators – e.g., 6A – midnight or program specific rotators – e.g., prime rotator. The Stations will also negotiate rotations other than those listed in its rate card, including narrower dayparts, based on the request of the advertiser.

C. Preemptions and Makegoods

The chance that preemptible commercials will in fact be preempted varies with the demand for time, and that depends on many factors such as the popularity of programs and seasonal demand. As a result, the clearance potential of classes of commercials cannot be predicted in advance with complete accuracy. An inquiry should be made at the time of the order for current estimates of the clearance potential. These estimates do not guarantee clearance. As described below, for certain classes of preemptible time, if preemption occurs, the station will offer a suitable makegood. The Station cannot guarantee to any advertiser that makegoods can be provided in the time period or rotation originally ordered. If individual constraints preclude such identical scheduling, the Station will offer make-goods, which may consist of one or more spots with an aggregated equivalent value. If these are not acceptable, the Station will provide credits or refunds for preempted spots.

D. Rebates/Credits

If the Station sells advertising time to an eligible political candidate for a "use" during the Lowest Unit Charge Periods for a particular amount and class of time at a rate in excess of the rate charged another advertiser for the same amount and class of time in the same time period which clears as scheduled, the Station will afford the candidate the benefit of the lower rate by means of a rebate, a credit against future purchases, or a refund of the difference, as determined by the candidate.

E. Commercial Length

All the rates listed on our Political Rate Card are for a :30 or :60 second commercial. Other length commercials may be available on request. Requests by federal candidates for program time will be considered on an individual basis.

F. Packages; Valued Added Features

The Station offers individually negotiated packages that may include, for example, combinations of spots in various dayparts, bonus, and discount overnight and/or ROS spots. Sponsorship packages which would imply a relationship between the station and a candidate are not available to political candidates. In addition, non-cash incentives of *de minimis* value or which would imply a relationship between the station and a candidate, which may be available in some package plans, are not available to candidates. All other packages that are made available to commercial advertisers are available to political candidates.

If scheduled during the prescribed lowest unit rate periods, eligible political candidates may purchase packages that include value-added elements in conjunction with commercial spots on the same terms as offered to commercial advertisers. Value-added packages offered by SummitMedia LLC include program and daypart-specific commercial spots, ROS spots, website features, links, and advertisements, as well as coupons for local businesses. As noted above, value-added promotional incentives that might imply an endorsement by or other relationship with a station are not available to political candidates. Details about the Station's value-added packages will be provided upon request.

G. Audience Delivery

At the request of some commercial advertisers, the Station may sell time based on Nielsen Audio audience evaluations. Because any bonus spots necessary to provide additional audience delivery may not be determined with certainty by the end of any election period, requests to purchase time on this basis on behalf of a legally qualified candidate must be directed to the Station's Sales Manager.

SECTION 4 - SCHEDULE REQUIREMENTS

A. Receipt of All Required Documentation

The Station must have received all properly completed documents prior to running a schedule:

- All political advertisers are required to sign the bottom of this policy statement to acknowledge receipt and understanding of SummitMedia LLC Political Advertising Policy.
- The NAB PB-19 form completed by the advertiser should accompany each political order.
- A list of the entities' chief executive officers, executive committee, or board of directors, where the purchase is made by a corporation, committee, association, or other municipalities.
- For federal candidates, certification is required by BCRA.

B. Payment for Commercial Schedule

SummitMedia LLC requires all new advertisers and all advertisers in volatile businesses or those whose operations are intermittent or of limited duration, including political candidates, to

pay for all spots being ordered in advance. Net cash payment must be received for the full net amount before the schedule is confirmed. ONLY the amount of time paid for in advance of the first announcement scheduled in any contract will be confirmed and contracted. Announcements for independent political action committees or issue advertising must be paid in advance at the time that an order is placed.

C. Traffic and Schedule Guidelines

1. Advance orders for schedules of political advertising will be subject to reconfirmation 30 days preceding start of schedule.

2. 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 should be in writing. Changes to these instructions should be in writing to the Station (by letter, FAX or E-Mail) prior to the changes being made. The film or tape should be received in sufficient time to permit confirmation of compliance with sponsorship identification requirements and with broadcast technical standards.

3. Log Schedule - All advertising orders, political agreement forms, payments and completed production must be received by the Station within the log schedule provided at the end of this statement. All required material must be in-house and in conformance with FCC guidelines by the above deadlines before confirmation will be considered. This includes both revisions and new orders.

SECTION 5 – SPONSORSHIP IDENTIFICATION

All political announcements must comply with the sponsorship identification requirements of Section 317 of the Act and disclaimer requirements imposed under BCRA. The announcement must state “paid for” or “sponsored by” the entity actually paying for the time.

Should candidate ads not contain the proper identification, the Station reserves the right to add the appropriate material. If an announcement requires station production to either add or fix candidate identification, SummitMedia LLC will perform the production at the advertiser’s expense within a reasonable period. The station added identification might require deletion of some part of the existing commercial. A commercial which arrives without proper identification must be revised to conform with FCC rules.

SECTION 6 – PRODUCTION

A. Commercial Production

SummitMedia LLC does produce commercial announcements. Contact information is provided at the end of this Statement.

B. Cancellation Policy

SummitMedia LLC requires a two-week written notice of cancellation.

Station and Election specific Guidelines

A. Requesting General Information.

All Inquiries should be directed to Amy Obenchain, Political Sales Manager SummitMedia LLC, Knoxville/Richmond, amy.obenchain@summitmediacorp.com

B. Pre-Election Periods.

Primary Election 3/5/24	45 days preceding election day 1/20/24
State Primary 8/1/24	45 days preceding election day 6/17/24
General Election 11/5/24	60 days preceding election day 9/6/24

General Election

C. Classes of Time.

Non-Preemptible (P1). Spot announcements scheduled to air at the Station's discretion in the particular program, time-period, day-part or day specified by the advertiser. These spot announcements may not be preempted in favor of any other spot announcements and will air as scheduled absent unforeseen program changes or technical difficulties.

****Example**** Guaranteed to run: Remotes, Endorsements, Fixed Spots, Non-spot, non-preemptable rates,

Preemptible With Notice (P2). Spot announcements scheduled to air at the Station's discretion in the particular program, time-period, day-part or day specified by the advertiser. These spot announcements may be preempted by non-preemptible spots upon advance notice to the advertiser. If notice of preemption is not given by the Station to the advertiser, the spot announcement becomes non-preemptible. Generally, these spots have an approximately 80-90% chance of clearance. Clearance probabilities vary depending on the daypart in which the spot airs. The Station will give its best, good-faith estimate of the likelihood of preemption at the time of the request for any particular spot requested. Makegoods of the same or equal value will be made available.

****Example**** Preemptible with notice & immediate makegood dayparted (M-F 6a-10a, 10a-3p, 3p-7p, 7p-12x)

Immediately Preemptible (P3). Spot announcements scheduled to air at the Station's discretion in the particular program, time-period, day-part, or day specified by the advertiser. These spot announcements may be preempted by non-preemptible and preemptible with notice spots. Generally, these spots have an approximately 70-80% chance of clearance. Clearance probabilities vary depending on the daypart in which the spot airs. The Station will give its best, good-faith estimate of the likelihood of preemption at the time of the request for any particular spot requested. Make goods will be scheduled in the most similar daypart available.

****Example**** Immediately Preemptible with makegood dayparted (M-F 6a-10a, 10a-3p, 3p-7p, 7p-12x)

<u>Schedule Air Date</u>	<u>Order Deadline</u>	<u>Copy Deadline</u>
Monday	2pm Thursday	2pm Thursday
Tuesday	2pm Friday	2pm Friday
Wednesday	2pm Monday	2pm Monday
Thursday	2pm Tuesday	2pm Tuesday
Friday	12 Noon Wednesday	12 Noon Wednesday
Saturday	12 Noon Wednesday	12 Noon Wednesday
Sunday	12 Noon Thursday	12 Noon Thursday

All required material must be in-house and in conformance with FCC guidelines by the above deadlines before confirmation will be considered. This includes both revisions and new orders. In the event Station receives a political order after these deadlines, it will make reasonable efforts to accommodate placement of the order; however, Station cannot guarantee that its efforts will be successful.

D. Commercial Production.

Contact Amy Obenchain Political Sales Manager amy.obenchain@summitmediacorp.com or 804-305-1107 for details and Knoxville Production, knoxvilleproduction@summitmediacorp.com for deadlines. If there is already a produced spot, please send it to Summit Hub radiotraffic@summitmediacorp.com , knoxvilleproduction@summitmediacorp.com and be sure the name on the spot matches the candidate name as ordered.

POLICY ACKNOWLEDGEMENT

I, _____, am an authorized member of _____,

who is placing Political Advertising with SummitMedia LLC. In that capacity, I acknowledge receipt and understanding of SummitMedia LLC Political Advertising Policy Statement on this date _____.