

**Tito's Fall Tailgating Program
Official Rules**

NO PURCHASE, PAYMENT OR TEXT NECESSARY TO ENTER OR WIN. A PURCHASE, PAYMENT OR TEXT OF ANY KIND DOES NOT INCREASE YOUR CHANCES OF WINNING. STANDARD TEXT MESSAGE RATES WILL APPLY TO ALL TEXTS SENT AND RECEIVED. VOID WHERE PROHIBITED. The Tito's Fall Tailgating Program ("Promotion") begins at 12:00:01 AM Eastern Time ("ET") on August 1, 2019 and ends at 11:59:59 PM ET on November 4, 2019 ("Promotion Period"). The Promotion contains a game of chance ("Sweepstakes"). *The computer clock of Sponsor is the official time-keeping device in the Promotion.*

- 1. ELIGIBILITY:** The Promotion is open only to legal residents of the 50 United States and the District of Columbia (includes Alaska and Hawaii and Puerto Rico), who are at least 21 years of age or older at the time of entry. Employees, officers and directors of Fifth Generation, Inc. (the "Sponsor"), and its subsidiaries, Tito's Handmade Vodka, Snipp Interactive, and Realtime Media LLC, their respective parent companies, affiliates, subsidiaries, advertising, and fulfillment and marketing agencies, (collectively, "Promotion Parties") their immediate families (parent, child, sibling & spouse and their respective spouses, regardless of where they reside) and persons living in the same households as such individuals (whether related or not) are not eligible to participate in the Promotion. By participating in the Promotion, you release, discharge and hold harmless Promotion Parties, their respective parents, affiliates, subsidiaries, retailers, advertising and promotion agencies and the respective officers, directors, employees and agents of each of the foregoing, from any and all damages whether direct or indirect, which may be due to or arise out of participation in the Promotion or any portion thereof, or the acceptance, use/misuse or possession of any prize. By participating, you agree to these Official Rules and to the decisions of the judges and Sponsor, which are final and binding in all respects. Void anywhere not listed above, and where prohibited by law, rule or regulation. All federal, state and local laws and regulations apply. Winning a prize is contingent upon fulfilling all requirements set forth herein.
- 2. HOW TO ENTER:** Text the keyword "**TITOSTAILGATE**" to cellular number **811811** during the Promotion Period. Once a keyword is received, participants will receive a response text with a link to the microsite at www.titostailgate.com. Once the participant accesses that link they will be prompted to confirm that they are 21 years of age or older. Upon confirmation of their age, participant will be directed to the registration form where they must completely enter their true and correct information in the required fields (required fields include: Full Name, Complete Mailing Address, Email Address, and Phone Number). Each eligible completed registration form received will earn one (1) Entry into the Sweepstakes ("Sweepstakes Entry"). Standard carrier charges apply. Contact your carrier for plan details and pricing. Entry via text-messaging may not be available via all wireless carriers. Text "STOP" to 811811 to opt-out.

Carrier specific charges for text messages may apply, depending on your individual cellular pricing plan, in accordance with your cellular customer agreement. SMS may not be available for all service providers or for all handsets. Cellular phone carrier's instructions for text messaging may be different. Check your phone capabilities for specific instructions. The text message entry portion of this sweepstakes works with most U.S cellular carriers and requires a two-way text messaging enabled cellular phone. Sponsor makes no guarantee that any particular wireless service provider will participate. Check with your service provider for details. By selecting to play via text messaging, you grant permission to the Sponsor to notify them via return text message and must agree to accept all applicable charges associated therewith. Wireless service providers may charge you for each text message, including any error message that is sent and received in connection with the Promotion, based on the applicable wireless service plan. You are responsible for all applicable fees and taxes associated with placing an SMS entry. Sponsor in its sole discretion may add or delete a cellular carrier at any time, without notice. Text message entries will be deemed to have been submitted by the registered owner of the device used to enter.

Limit of one (1) Sweepstakes Entry per person, per email address, per phone number, per day, throughout the Promotion Period. Entrants may not share an email address or cellular accounts.

3. **SWEEPSTAKES DRAWINGS/ODDS:** The Administrator will conduct three (3) randomized drawings on or about September 3, October 3 and November 5, 2019, from all eligible Entries received during the Promotion Period to select the Promotion Prize winners. There will be a total of forty-three (43) Promotion Prize winners selected per drawing for a total of one hundred and twenty-nine (129) Promotion Prize Winners that will be selected. Odds of winning a Promotion Prize depend on the eligible Entries received during the Promotion Period. Eligible non-winning entries from each drawing WILL be eligible for the next drawing.
4. **PRIZE AWARDING:** All prizes will be fulfilled to the winners directly to the mailing address supplied during registration approximately six (6) weeks after the Promotion drawing.
5. **PRIZES AND PRIZE LIMITATIONS:** A total of one hundred and twenty-nine (129) Promotion Prizes will be awarded as detailed below:

PRIZES (129): A total of one hundred and twenty-nine (129) Promotion Prizes (forty-three (43) per drawing) will be awarded (one (1) prize per winner) as detailed below:

- Nine (9) Tito's Traeger PTG Grills (Approximate Retail Value ("ARV") per prize: \$155)
- Forty-Five (45) Tito's Double-Seated Folding Chair (ARV per prize: \$58)
- Seventy-Five (75) Tito's Tailgate Flags (ARV per prize: \$45)

The total ARV of all Promotion Prizes is \$7,380.

PRIZE LIMITATIONS: Limit of one (1) Promotion Prize per person, per household. Prize will only be awarded by Sponsor upon potential winners' verification of eligibility and final approval by Sponsor. No prize substitution, cash equivalent of prizes, transfer or assignment of prizes is permitted, except by Sponsor which reserves the right to substitute a prize with one of comparable or greater value, in its sole discretion. If it is discovered during prize verification you have entered, attempted to enter, or used multiple accounts to enter more than the stated limit you will be disqualified at the discretion of the administrator, or will be void. Entries generated by script, macro or other automated means, which subvert the entry process, are void. All Promotion Entries become the property of Sponsor and will not be acknowledged or returned. Promotion Parties are not responsible for late, lost, stolen, damaged, delayed, or undelivered prizes.

6. **TEXT MESSAGING (SMS) TERMS AND RESTRICTIONS:** Message and Data Rates may apply. By texting "TITOSTAILGATE" to 811811, you consent to receive up to eight (8) one-time automated text messages to the number you provided from Snipp Interactive Inc. ("Snipp"). You are not required to give this consent to purchase any goods or services. The text message you send is your electronic signature agreeing to these terms and to giving electronic written consent to receive automated text messages from Snipp and/or Program Sponsors. *Carrier specific charges for text messages may apply, depending on your individual cellular pricing plan, in accordance with your cellular customer agreement.* SMS may not be available for all service providers or for all handsets. Cellular phone carrier's instructions for text messaging may be different. Check your phone capabilities for specific instructions. Program Sponsor makes no guarantee that any particular wireless service provider will participate. Check with your service provider for details. By selecting to participate via text messaging, the Participant grants permission to the Program Sponsor to notify them via return text message and must agree to accept all applicable charges associated therewith. Wireless service providers may charge Participant for each text message, including any error message that is sent and received in connection with the Program, based on the applicable wireless service plan. Participant is responsible for all applicable fees and taxes associated with submitting a receipt using SMS messaging. Program Sponsor, in its sole discretion, may add or delete a cellular carrier at any time, without notice. You may text STOP to 811811 at any time to exit Program and to stop receiving text messages, or HELP for help. Sponsor's privacy policy is available at <http://www.titosvodka.com/privacypolicy/>.

7. **MISCELLANEOUS:** Promotion Parties are not responsible for late, lost, incomplete, corrupted, stolen, garbled, damaged, delayed, undelivered or misdirected Entries, all of which are void. Online Entries will be considered to be entered by the authorized account holder of the e-mail address submitted at time of entry and he/she must comply with these Official Rules. The authorized account holder is deemed as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. By entering the Promotion, you recognize and agree that the registration information provided by you will be made available to Sponsor; use of such information will be governed by Sponsor's Privacy Policy found at <http://www.titosvodka.com/privacypolicy/>. Upon entering the Promotion, winners grant Sponsor the right to print, publish, broadcast, and use world-wide in any media now known or later developed, the winner's name, portrait, picture, voice, likeness, city and state of residence, and biographical information for any purpose, including but not limited to, in advertisements, publicity, and other communications, worldwide, in perpetuity, without additional compensation, notification or permission, except where prohibited by law. You agree to comply with these Official Rules and the decisions of the Sponsor and judges shall be binding and final.
8. **RELEASE:** As a condition of entering the Promotion, you agree that (1) under no circumstances will you be permitted to obtain awards for, and you hereby waive all rights to claim punitive, incidental, consequential or any other damages, and any claims, judgments or awards shall be limited to actual out-of-pocket expenses; (2) all causes of action arising out of or connected with this Promotion, or any prizes awarded, shall be resolved individually, without resort to any form class action; and (3) in no event will you be entitled to receive attorneys' fees. BY ENTERING THE PROMOTION, YOU AGREE TO RELEASE, DISCHARGE AND HOLD HARMLESS PROMOTION PARTIES AND THE RESPECTIVE OFFICERS, DIRECTORS, AND AGENTS OF EACH, FROM ANY AND ALL LIABILITY FOR ANY INJURY, LOSS, OR DAMAGE OF ANY KIND TO PERSONS, INCLUDING DEATH, AND PROPERTY, WHETHER DIRECT OR INDIRECT, WHICH MAY BE DUE TO OR ARISE OUT OF PARTICIPATION IN THE PROMOTION OR ANY PORTION THEREOF, OR THE ACCEPTANCE, USE/MISUSE OR POSSESSION OF PRIZES, OR ANY PRIZE-RELATED TRAVEL OR ACTIVITY. YOU WAIVE ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
9. **DISCLAIMER:** Promotion Parties are not responsible for printing or typographical errors in these Official Rules or in any Promotion-related materials. Sponsor reserves the right, in its sole discretion, to disqualify any individual that tampers with the entry process. Sponsor also reserves the right to terminate, suspend, cancel or modify the Promotion and award the prizes for the Promotion from among all eligible, non-suspect entries received (i) as of the date of termination using the judging procedure outlined above or in a random drawing for the Sweepstakes if for any reason this Promotion is not capable of running as planned due to any reason, including infection by computer virus, bugs, tampering, fraud, unauthorized intervention, technical failures or other causes that may corrupt or impair the integrity, fairness or proper play of the Promotion. Promotion Parties are not responsible or liable for any events which may cause errors and/or the Promotion to be stopped, including but not limited to any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries, nor are they responsible for any problems or technical malfunction of any telephone, network or telephone lines, computer on-line systems, servers, or cable, satellite, or Internet Service Providers, computer equipment, software or any other failure of any email or Entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any web site, or any combination thereof, including any injury or damage to yours or any other person's computer relating to or resulting from participation in this Promotion or downloading any materials in this Promotion. Promotion Parties are not responsible for computer, mechanical, technical, electronic, network or other errors or problems, including any errors or problems that may occur in connection with the administration of the Promotion, the processing of Entries, or in any other Promotion-related materials. Promotion Parties may stop you from participating in this Promotion if you violate Official Rules or act, in Sponsor's sole discretion: (a) in a manner Sponsor determines to be not fair; (b) with an intent to

annoy, threaten or harass any other entrant or the Sponsor; or (c) in any other disruptive manner. Should more prizes be awarded through a computer, hardware, or software malfunction, error or failure, or for any other reason, in any prize category, than are stated for that category in the Official Rules, Sponsor reserves the right to award only the number of prizes stated in the Official Rules for that category. In no event will more prizes be awarded than that listed in Section 5.

CAUTION: ANY ACT OR ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, PROMOTION PARTIES RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL(S) TO THE FULLEST EXTENT PERMITTED BY LAW.

- 10. CHOICE OF LAW AND JURISDICTION:** Except where prohibited, all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of entrants or winners, Sponsor, and administrator in connection with this Promotion, shall be governed by, and construed in accordance with, the laws of the State of Texas, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Texas or any other jurisdiction), which might otherwise cause the application of the laws of any jurisdiction other than the State of Texas. Any action seeking legal or equitable relief arising out of or relating to the Promotion or these Official Rules shall be brought only in the courts of the State of Texas. You hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non-convenience or lack of personal jurisdiction they may have.
- 11. TAX INFORMATION:** All federal, state, local, and other taxes on prizes and any other costs and expenses associated with prize acceptance and use not specified herein as being provided, are the sole responsibility of the applicable winner.
- 12. WINNERS LIST:** To receive the list of winners of prizes, send a #10 self-addressed stamped envelope for receipt by November 30, 2019 to: Tito's Fall Tailgating Program Winners List Request, c/o Realtime Media, 200 Four Falls Corporate Center, Suite 100, Conshohocken, PA19428

SPONSOR: Tito's Handmade Vodka, Fifth Generation, Inc., PO Box 17067, Austin, TX 78760

ADMINISTRATORS: Snipp Interactive, 6708 Tulip Hill Terr, Bethesda MD 20816