

## Tito's Fall Tailgating Program Official Rules

**NO PURCHASE OR SMART PHONE ENTRY NECESSARY TO ENTER OR WIN. A PURCHASE OR SMART PHONE ENTRY DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.** The Tito's Fall Tailgating Program (the "Promotion") begins at 12:00:00 AM Eastern Time ("ET") on September 1, 2017 and ends at 11:59:59 PM ET on October 31, 2017 (the "Promotion Period"). The Promotion contains a game of chance ("Sweepstakes"). The computer clock of the Sponsor (defined below) is the official time-keeping device in the Promotion. The following are the official rules ("Official Rules").

1. **ELIGIBILITY:** The Promotion is open only to legal residents of the 50 United States and the District of Columbia, who are at least 21 years of age or older as of date of entry. Employees, officers and directors of Fifth Generation, Inc. ("Sponsor"), Realtime Media LLC, Snipp Interactive ("Administrator") and their respective parent companies, affiliates, subsidiaries, suppliers, distributors, retailers, advertising, contest, 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, you agree to these Official Rules and to the decisions of the judges and Sponsor, which are final and binding in all respects. Void any where not listed above and where prohibited by law, rule or regulation. All federal, state and local laws and regulations apply.
2. **HOW TO ENTER THE PROMOTION:** Participants may enter the Sweepstakes using either of the two (2) entry methods detailed below during the Promotion Period:

- a) **TO ENTER BY TEXT:** Text the code word "**TITOSTAILGATE**" to cellular number **811811** during the Promotion Period. Once a code word is received, participants will then receive a response text with a link to the registration form and 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" or "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.*

- b) **TO ENTER ONLINE:** Visit [www.titostailgate.com](http://www.titostailgate.com) (the "Website") and complete the registration form by entering your true and correct information in the required fields

(required fields include: Full Name, Complete Mailing Address, Email Address and Phone Number). Upon submitting the registration form, you will receive one (1) Sweepstakes Entry.

**Limit of one (1) Sweepstakes Entry per person, per email address, per phone number, per day, regardless of method of entry used, throughout the Promotion Period.**

3. **SWEEPSTAKES DRAWINGS/ODDS:** The Administrator will conduct a total of (6) random drawings from all eligible Sweepstakes Entries received during the Promotion Period. Three (3) drawings will be conducted mid way through the Promotion Period and three (3) drawings will be conducted on or about November 2, 2017 to select a total of Fifty (50) Potential First Prize Winners, One Hundred (100) Potential Second Prize Winners and Five Hundred (500) Potential Third Prize Winners. Odds of winning a Promotion Prize depend on the number of eligible Sweepstakes Entries received. All eligible non-winning Sweepstakes Entries from each drawing will be rolled into the next drawing.
4. **PRIZES/PRIZE RESTRICTIONS:** A total of Six Hundred and Fifty (650) Promotion Prizes will be awarded during the Promotion as detailed below:
  - **FIRST PRIZE (50):** Tito's Tailgate Chairs (**Approximate Retail Value ("ARV") per prize: \$62.00**)
  - **SECOND PRIZE (100):** Tito's Retro Coolers (**ARV per prize: \$58.00**)
  - **THIRD PRIZE (500):** Tito's Tailgate Mixology Kits (**ARV per prize: \$28.00**)

**The total ARV of all Promotion Prizes is \$22,900.00**

**PRIZE RESTRICTIONS: Limit of one (1) Promotion Prize per person/per household.** All Promotion Prizes will be fulfilled approximately six (6) to eight (8) weeks after the Promotion has ended to the mailing address that was supplied during registration. Promotion Parties are not responsible for late, lost, stolen, damaged, delayed, or undelivered prizes.

PRIZES ARE AWARDED "AS IS" WITH NO GUARANTEE. ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED BY THE PROMOTION PARTIES. ALL PRIZE DETAILS ARE AT SPONSOR'S SOLE DISCRETION. ANY COSTS AND EXPENSES ASSOCIATED WITH PRIZE ACCEPTANCE AND USE NOT SPECIFIED HEREIN AS BEING PROVIDED ARE WINNERS' SOLE RESPONSIBILITY.

5. **GENERAL:** Each winner hereby expressly grants to the Promotion Parties and their respective designees all rights to use and publish his/her name, likeness (photographic or simulated), voice, and province of residence for all purposes, including without limitation, advertising, marketing, promotional and publicity purposes in connection with this Promotion ("Advertising"), in any and all media now or hereafter devised, worldwide in perpetuity, without any form of notice or any amount or kind of compensation or permission, except where prohibited by applicable law. All copyright, trademark or other intellectual property rights in such Advertising shall be owned by Sponsor and/or its licensors, and each winning participant hereby disclaims and waives any claim of right to such Advertising. Such Advertising shall be solely under the control of Sponsor and/or its licensors, and each winner hereby waives any claim of control over the Advertising content as well as any possible claims of misuse of such winning recipient's name, likeness or voice under contract, tort or any other theory of law. The Promotion Parties do not assume any responsibility for any disruption in the Promotion Parties, including but not limited to the failure or interruption of any internet service provider. In the event there is a discrepancy or inconsistency between disclosures and other statements contained in any Promotion materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern, and control. In no event will more prizes be awarded than those listed in Rule #3. All federal, state, and local laws and regulations apply. All decisions as to these Official

Rules and interpretations thereof are exclusively within the sole discretion of the Promotion Parties and may be changed from time to time without notice. The Promotion Parties reserve the right to cancel or modify the Promotion at any time without notice. A potential winner may be requested to provide the Sponsor with proof that the potential winner is the authorized account holder of the email address associated with the winning Entry. If, in Sponsor's sole determination, a dispute cannot be resolved, the Entry will be deemed ineligible. Entries generated by a script, macro or other automated means will be disqualified. Entries that are incomplete, garbled, or corrupted are void and will not be accepted.

- 6. TEXT MESSAGING (SMS) TERMS AND RESTRICTIONS:** Standard message and data rates may apply. By texting "TITOSTAILGATE" to 811811, you consent to receive up to ten (10) promotional text messages (pertaining only to this Program) via an automatic telephone dialing system to the number you provided from Snipp on behalf of Sponsor. Your consent to the above is not required to make a purchase. You may text HELP to 811811 at any time for help, or text STOP to opt-out. **Carrier specific charges for text messages may apply, including error messages, 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 and service provider for specific instructions. Sponsor makes no guarantee that any particular wireless service provider will be compatible with this Program. Participant is responsible for all applicable fees and taxes associated with Program participation. Sponsor, in its sole discretion, may add or delete a cellular carrier at any time, without notice.
- 7. CONDUCT:** By participating in this Promotion, you agree to be bound by these Official Rules and the decisions of the Promotion Parties, which shall be final, binding and non-appealable in all respects. Failure to comply with these Official Rules may result in disqualification. The Promotion Parties reserve the right at their sole discretion to disqualify any individual found to be tampering with the participation process or the operation of the Promotion, or to be acting in any manner deemed by the Promotion Parties to be in violation of the Official Rules, or to be acting in any manner deemed by the Promotion Parties to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person and void all associated Entries and/or registrations. CAUTION: ANY ATTEMPT BY A USER, YOU OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, THE PROMOTION PARTIES RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.
- 8. YOUR CONSENT:** All requests become the property of Released Parties (defined below) and will not be returned. Fraudulent submission could result in federal prosecution under mail fraud rules and regulations. By participating in the Promotion, you agree (i) to release, discharge, indemnify and hold harmless the Sponsor, Snipp Interactive, Realtime Media, LLC and their respective parent, subsidiaries, affiliates, retailers, and advertising and promotion agencies, and all of their respective officers, directors, shareholders, employees and agents (collectively, "Released Parties") from any liability or damages which may arise out of participation in the Promotion or out of the acceptance, use, misuse or possession of any product or service attained through this Promotion.
- 9. LIMITATIONS OF LIABILITY:** The Promotion Parties assume no responsibility or liability for (a) lost, late, stolen, undelivered, inaccurate, incomplete, delayed, misdirected, damaged or garbled registrations, Entries, URLs, or emails; (b) any incorrect or inaccurate Entry information, or for any faulty or failed electronic data transmissions; (c) any unauthorized access to, or theft, destruction or alteration of Entries or registrations at any point in the operation of this Promotion; (d) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, cable, satellites, servers, computers or providers utilized in any aspect of the operation of the Promotion; (e) inaccessibility or unavailability of the Internet or the Web

Site or any combination thereof or for computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Promotion, including, without limitation, errors or difficulties which may occur in connection with the administration of the Promotion, the processing of Entries, social networking posts, or registrations, the announcement of the prizes, or in any other Promotion-related materials; or (f) any injury or damage to participants or to any other person's computer which may be related to or resulting from any attempt to participate in the Promotion. If, for any reason, the Promotion (or any part thereof) is not capable of running as planned for reasons which may include, without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, then the Promotion Parties reserve the right at their sole discretion to cancel, terminate, modify or suspend the Promotion in whole or in part. If terminated, the Promotion Parties will award the prizes from among all non-suspect, eligible Entries received for the Promotion up to the time of such action.

- 10. RELEASES:** All participants, as a condition of participation in this Promotion, agree to release, hold harmless and indemnify the Promotion Parties from and against any and all liability, claims, damages, or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained, in whole or in part, directly or indirectly, in connection with (i) participation in any aspect of the Promotion, (ii) the receipt, ownership or use of the prize awarded, including any travel associated with any prize, (iii) participant's registration material on any related website, or (iv) any typographical or other error in these Official Rules.
- 11. 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 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.
- 12. PRIVACY:** Except as noted in these Official Rules, information collected for this Promotion is used only for the purpose of Promotion administration and winner notification and will not be used, sold or shared in any manner by the Promotion Parties or any third parties unless you have elected to receive additional information or promotional material from the Sponsor, or a third party. By participating in the Promotion, participant agrees to all of the terms and conditions of the Sponsor's Privacy Policy, which is available at <http://www.titosvodka.com/privacypolicy/>. In the event of any discrepancy between the Sponsor's Privacy Policy and these Official Rules, these Official Rules shall control and govern.
- 13. WINNERS LIST:** To receive the list of winners of prizes, send a #10 self-addressed stamped envelope for receipt by November 15, 2017 to: Tito's Fall Tailgating Program Winners List Request, c/o Realtime Media, 200 Four Falls Corporate Center, Suite 100, Conshohocken, PA 19428.

**SPONSOR:** Fifth Generation, Inc., 1406 Smith Rd. #C, Austin, TX 78721/12101 Moore Rd, Austin, TX 78719

**ADMINISTRATORS:** Snipp Interactive Inc., 1605 Connecticut Ave NW, Washington, DC 20009  
Realtime Media, LLC, 200 Four Falls Corporate Center, Suite 100, Conshohocken, PA 19428