

Titos Handmade Vodka Lyft Ride Gift With Purchase Program Terms and Conditions

1. ELIGIBILITY AND REWARD PERIOD

Titos Handmade Vodka Lyft Ride Gift With Purchase Program (the "Program") begins Saturday, October 1, 2017 at 12:00:01AM Eastern Time ("ET") and ends on Wednesday, January 3, 2018 at 11:59:59PM ET ("Reward Period"). Participation in the Program is only open to legal residents of Ohio, Indiana, New York, Florida, Michigan, Tennessee, Kansas & Kentucky, who are 21 years of age or older (such states, the "Participating States"). Employees, officers and directors of Fifth Generation Inc., ("Sponsor"), Snipp Interactive Inc ("Snipp") and their respective parent companies, affiliates, subsidiaries, advertising, contest, fulfillment and marketing agencies, (collectively, "Program 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 Program. By participating, you agree to these Terms and Conditions and to the decisions of the judges and Sponsor, which are final and binding in all respects. Void in any state not listed above and where prohibited by law, rule or regulation. All federal, state and local laws and regulations apply. The computer clock of the Sponsor is the official time-keeping device in the Program.

2. REWARD PROGRAM

Participants may participate in the Program by purchasing one (1) of the qualifying Tito's Handmade Vodka products* (listed below) ("Qualifying Products") within a single transaction, from any retailer in the Participating States during the Reward Period (each such purchase, a "Qualifying Purchase") and submitting a valid receipt(s) for the Qualifying Purchase during the Reward Period, as detailed below. Participants who make a Qualifying Purchase and submit their receipt as directed herein will, upon successful validation of such Qualifying Purchase, be entitled to receive, one (1) \$5 Lyft Promo Code for residents of any Participating State other than New York ("\$5 Reward(s)"), or one (1) \$8 Lyft Promo Code for residents of New York ("\$8 Reward(s)"), and together with the "\$5 Reward(s), the "Reward(s)"").

In addition, participants who are residents of Ohio and Indiana only, may also participate in the Program by mailing an entry as further detailed in Section 4(c) of these Terms & Conditions (the "AMOE"). Participants whose AMOEs are received during the Reward Period, will upon successful validation of such AMOE, be entitled to receive one (1) \$5 Reward per AMOE.

The Approximate Retail Value ("ARV") of the \$5 Reward is \$5.00 and the ARV of the \$8 Reward \$8.00. **Rewards available while supplies last.**

3. *QUALIFYING PRODUCTS

The following are the Qualifying Products:

***QUALIFYING TITO'S HANDMADE VODKA PRODUCTS:**

Full Description	Known Abbreviations	Customer Product SKU	SRP
-------------------------	----------------------------	-----------------------------	------------

Tito's Handmade Vodka 750 mL	Tito's Tito's Vodka	6 1994700002 0	\$18.99
Tito's Handmade Vodka 1L	Tito's Tito's Vodka	6 1994700001 3	\$24.00
Tito's Handmade Vodka 1.75L	Tito's Tito's Vodka	6 1994700003 7	\$29.99

4. HOW TO PARTICIPATE

To participate, make a Qualifying Purchase and take a photo of the applicable receipt of the Qualifying Purchase ("Receipt Photo") and submit the Receipt Photo as detailed below. Before submitting a Receipt Photo (as detailed below), participants must highlight the applicable Qualifying Product* on the applicable receipt with a star or check mark. Receipt Photos must clearly show the receipt in its entirety. Participants must have the necessary Equipment (computer or mobile device) and high-speed Internet access in order to participate. Participants should keep their receipt. Tito's Handmade Vodka reserves the right to require a participant to provide original receipt for verification purposes upon request. Each eligible receipt of a Qualifying Purchase received during the Reward Period will, upon the successful validation of its' Receipt Photo, be entitled to receive one (1) \$5 Reward for residents of any Participating State other than New York, or one (1) \$8 Reward for residents of New York.

In addition, only participants who are residents of Ohio and Indiana, may also participate in the Program by submitting an (the "AMOE"). Participants whose AMOE are received during the Reward Period, will upon successful validation of such AMOE, be entitled to receive one (1) \$5 Reward per AMOE.

Participants in any Participating State may participate in the Program using one of the two (2) methods detailed below:

- a) Text the keyword "**TITOSRIDE**" to **811811**. You will received a text message containing a link to the microsite at WWW.TITOSRIDE.COM (the "Microsite") where you will be first required to establish that you are 21 years of age or older ("Age Gate"). Upon successfully passing the Age Gate, you will be required to upload the Photo Receipt to the Microsite and complete the registration form on the Microsite by entering your true and correct information in the required fields (required fields include: Full Name, Full Address, Phone Number and Email Address).
- b) Visit WWW.TITOSRIDE.COM (the "Microsite"), where you will be first required to pass the Age Gate. Upon passing the Age Gate, you will be required to upload the Photo Receipt to the Microsite and complete the registration form on the Microsite by entering your true and correct information in the required fields (required fields include: Full Name, Full Address, Phone Number and Email Address). In addition, only participants who are residents of Ohio and Indiana, may also participate in the Program and **enter without purchase**, by using the AMOE method detailed below: To enter without purchase, hand-print your full name, full mailing address, email address, phone number and birth date on a plain 3x5 inch paper (the "AMOE"). Mail your completed entry to Tito's Lyft Program, c/o of Vernon Sales Department, PO Box 600, Newton, Iowa 50208. Each entry must be mailed separately in a hand-addressed, stamped envelope. No photocopied or mechanically reproduced entries will be accepted. No responsibility is assumed for lost, late, incomplete, illegible, misdirected or postage-due entries. No responsibility is assumed for (i) technical, electronic, telephone, hardware, software or network, computer or data transmission errors, malfunctions or difficulties of any kind

or (ii) any incorrect data contained in any entry. Mail-in entries must be postmarked no later than December 27, 2017 and received by January 3, 2018 to be eligible for a reward. All entries become the property of the Sponsor and will not be returned or acknowledged. Participants whose AMOEs are received during the Reward Period, will upon successful validation of such AMOE, be entitled to receive one (1) \$5 Reward per AMOE.

For the abundance of caution it is hereby clarified that, the AMOE method is not available for participants who are residents of New York, Florida, Michigan, Tennessee, Kansas & Kentucky.

The Qualifying Purchase must be made within the Reward Period, and all submissions of Receipt Photos and all submissions of AMOE(s) must be received by Wednesday, January 3, 2018 at 11:59:59PM ET, or prior to the supply of Rewards (maximum 1500) being exhausted, to be eligible to receive a Reward. Regardless of method of submission, the registration form must be completed in its entirety by entering your true and correct information in the required fields (required fields include: Full Name, Full Address, Phone Number and Email Address).

5. REWARD REDEMPTION; LIMITS

Participants must submit a valid Receipt Photo via one (1) of the two (2) methods above, or submit an AMOE (residents of Ohio and Indiana only) to receive one (1) Reward, while supplies last. All Receipt Photos and AMOE(s) received will be reviewed and validated within forty-eight (48) hours. Each Reward will be awarded in the form of a unique alphanumeric code ("Redemption Code") which will be delivered via email to the applicable email address you provided when registering for the Program, subject to verification or eligibility and compliance with these Terms and Conditions. Sponsor is not responsible for late, lost, stolen, damaged, delayed, or undelivered Rewards. Sponsor is not responsible for any computer related malfunction that prevents the recipient from accessing entry or receiving their Reward via email or text message. **Limit (1) Reward per person.**

Following validation of your purchase, Participants will receive an email containing a Redemption Link to redeem for credit towards your Lyft ride. Instructions to download the app & create an account or log in to an already existing account with Lyft, Inc ("Lyft") and to provide a valid Redemption Code to redeem the credit, in accordance with the instructions of Lyft, will also be provided. The value assigned to a Redemption Code is pre-assigned and may not be altered. A Redemption Code can only be issued to a single Participant as a single transaction; it cannot be issued in installments to a participant, nor can it be shared among multiple participants. Redemption Codes become void if transferred, resold or repurposed. All Redemption Codes are subject to verification. A Redemption Code will be void and no redemption will be permitted if it (i) it fails to pass anti-fraud detection measures; (ii) is unauthorized or has been illegitimately obtained; (iii) contains any messages, code or other markings not recognized by the site administrator; (iv) contains printing or other errors; (v) is illegible, unreadable or blank; (vi) is not recognized as a valid Redemption Code; (vii) has been previously entered and used; (viii) is incorrectly or incompletely entered or submitted by a Participant; or (ix) is obtained through any source other than from one of the three (3) methods mentioned above. PARTICIPANT'S SOLE REMEDY FOR ANY FAILURE TO ENABLE A CODE ENTITLEMENT FROM A VALID REDEMPTION CODE SHALL BE A REPLACEMENT REDEMPTION CODE FOR THE SAME REDEMPTION CODE ENTITLEMENT. Rewards are for promotional use only, are not for resale, have no cash value, are valid in the United States only, and are subject to the provider's terms & conditions. Participation in the Program is subject to standard data/text messaging rates, which are solely the responsibility of the Participant.

Sponsor is not responsible for any computer or telephone related malfunction that prevents the recipient from accessing the Microsite, the registration form, or receiving their Code and/or Reward.

6. LYFT TERMS & DISCLOSURE

In addition to these Terms and Conditions, participants who receive Rewards are also subject to the full terms and conditions governing the Rewards which are found here: <https://www.lyft.com/terms>. Lyft may, in Lyft's sole discretion, create promotional codes that may be redeemed for Account credit, or other features or benefits related to the Services and/or a Third Party Provider's services, subject to any additional terms that Lyft establishes on a per promotional code basis ("Promo Codes"). You agree that Promo Codes: (i) must be used for the intended audience and purpose, and in a lawful manner; (ii) may not be duplicated, sold or transferred in any manner, or made available to the general public (whether posted to a public form or otherwise), unless expressly permitted by Lyft; (iii) may be disabled by Lyft at any time for any reason without liability to Lyft; (iv) may only be used pursuant to the specific terms that Lyft establishes for such Promo Code; (v) are not valid for cash; and (vi) may expire prior to your use. Lyft reserves the right to withhold or deduct credits or other features or benefits obtained through the use of Promo Codes by you or any other user in the event that Lyft determines or believes that the use or redemption of the Promo Code was in error, fraudulent, illegal, or in violation of the applicable Promo Code terms or these Terms. Lyft is not a sponsor of the Program.

7. TEXT MESSAGING (SMS) TERMS AND RESTRICTIONS

Message and Data Rates may apply to each message sent or received. By texting "TITOSRIDE" to 811811 you consent to receive up to 8 promotional text messages (pertaining to this program only) from Snipp Interactive on behalf of Sponsor via an automatic telephone dialing system to the number you provide. You understand that consent is not required to make a purchase. 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 Sponsor. ***Carrier specific charges for text messages may apply for each message sent or received, depending on your individual cellular pricing plan, in accordance with your cellular customer agreement.*** Not all mobile devices are supported; Participants may only participate in the Program if they are using a supported device. 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. 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 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. Sponsor, in its sole discretion, may add or delete a cellular carrier at any time, without notice. Participation in the Program is subject to standard data/text messaging rates, which are solely the responsibility of the Participant. 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/>.

8. YOUR CONSENT; RELEASE; LIMITATION OF LIABILITY

By texting you grant permission and consent to Snipp and Sponsor, to respond via return text message and must agree to accept all applicable charges associated therewith. The participant

is responsible for any damage/loss due to use of a Reward. Snipp Interactive is not responsible for any malfunction or inconvenience that may occur. By participating in the Program, you agree (i) to release, discharge, indemnify and hold harmless Sponsor, Snipp and their respective parents, 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 Program or out of the acceptance, use, misuse or possession of any product or service attained through this Program. Participant is solely responsible for any damage/loss due to use of a Reward. Sponsor and Snipp are not responsible for any malfunction or inconvenience that may occur. Duplicate requests and requests from resellers, dealers/distributors, their employees or warehouse facilities, groups, clubs or organizations will be void.

Receipts obtained through unauthorized means or illegitimate channels will be void. Photo Receipts that cannot be validated for any reason will be rejected. For example only, and not an all-inclusive list, a receipt/Photo Receipt will be rejected if it: (i) fails to pass anti-fraud detection measures; (ii) is unauthorized, fake, or has been illegitimately obtained; (iii) contains any messages, code or other markings not recognized by the administrator; (iv) contains printing or other errors; (v) is illegible, unreadable or blank; (vi) has been previously used; (vii) reflects the use of more than an authorized number of coupons for the Qualifying Purchase; or (viii) is incorrectly or incompletely entered or submitted. Receipts cannot be sold, traded, auctioned or bartered; all of which will be void. Duplicate requests and requests from resellers, dealers/distributors, their employees or warehouse facilities, groups, clubs or organizations will be void. All requests become the property of Released Parties and will not be returned. Program is void where taxed, prohibited, or restricted by law. Fraudulent submission could result in federal prosecution under mail fraud rules and regulations. All applicable federal, state and local laws and regulations apply. Released Parties are not responsible for late, lost, incomplete, illegible, delayed, inaccurate, garbled, undelivered, misdirected requests, email, texts, or mail, or other errors or problems of any kind relating to or in connection with the Program, whether printing, typographical, technical, computer, network, human, mechanical, electronic or otherwise, including, without limitation, errors or problems which may occur in connection with the administration of the Program or in any Program-related materials. Persons found tampering with or abusing any aspect of this Program, who are acting in a disruptive or unsportsmanlike manner or who are otherwise not in compliance with these terms, as solely determined by Released Parties will not be eligible. Released Parties are not responsible for injury or damage to participants' or to any other person's computer or mobile device related to or resulting from participating in this Program.

WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE MICROSITE, AND THE REWARDS ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. This Program is governed by the laws of the United States and the State of Texas, without respect to conflict of law doctrines. As a condition of participating in this Program, you agree that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or in connection with this Program, shall be resolved individually, without resort to any form of class action, exclusively before a court located in the State of Texas having jurisdiction. Further, in any such dispute, under no circumstances will participants be permitted to obtain awards for, and hereby waive all rights to claim punitive, incidental or consequential damages, including attorney's fees, other than participant's actual out-of-pocket expenses (e.g., costs associated with

entering), and participants further waive all rights to have damages multiplied or increased.

9. MODIFICATION:

If for any reason Sponsor determines in its sole discretion that the Program is no longer capable of running as intended by these Terms and Conditions for any reason whatsoever, Sponsor, at its sole discretion, reserves the right to cancel, terminate, suspend, postpone, delay or modify the Program in whole or in part, including without limitation, any means of entry or redemption, at any time, including without limitation, any occurrences described in Section 8 above, or any other causes which may corrupt or impair the integrity, security, fairness or proper conduct of the Program. Sponsor may modify and amend these Terms and Conditions (including, without limitation the Qualifying Products), from time to time during the Program. Any material changes will be specifically identified in the online version of these Terms and Conditions.

10. PRIVACY POLICY

Any personally identifiable information collected from participant during participation in the Program will be collected by Snipp Interactive on behalf of Sponsor, and used by Sponsor and its respective affiliated companies and agents for administration and fulfillment of this Program as described in these Terms and Conditions, and in accordance with Sponsor's Privacy Policy as stated at <http://www.titosvodka.com/privacypolicy/>.

SPONSOR

Fifth Generation, Inc., 12101 Moore Rd, Austin, TX 78719