

**Tito's Vodka Summer Sweepstakes  
Official Rules**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.** The Tito's Vodka Summer Sweepstakes (the "Promotion") begins at 12:00:01 AM Eastern Time ("ET") on May 1, 2017 and ends at 11:59:59 PM ET on September 15, 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.

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 Promotion using either of the two (2) entry methods detailed below during the Promotion Period:
  - a) **TO ENTER VIA PURCHASE:** To enter, purchase of at least one (1) 750 mL, 1L, or 1.75L bottle of Tito's Vodka from any retailer ("Qualified Purchase"), register for the Promotion and submit a picture of your receipt ("Receipt Photo"). There are two (2) ways to submit your Receipt Photo as detailed below:
    - i. **TEXT:** Text the code word "**SMOKINSUMMER**" to cellular number **811811** during the Promotion Period. Once a code word is received, you will then receive a response text with a link to register. Upload your Receipt Photo and register at <http://www.titosgiveback.com/> (the "Website"). Participants must completely enter their true and correct information in the required fields (required fields include: Full Name, Complete Mailing Address, Email Address, Phone Number and Birth Date). Each eligible completed registration form received will earn one (1) Entry into the Sweepstakes ("Sweepstakes Entry") and \$1 will be donated to the charity of consumer's choice of participating charities.

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.*

- ii. **ONLINE:** Visit the Website, upload your Receipt Photo, 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, Phone Number and Birth Date). Upon submitting the registration form, you will receive one (1) Sweepstakes Entry and a \$1 will be donated by the Sponsor to the charity of your choice of participating charities.
- b) **ALTERNATE MEANS OF ENTRY (AMOE):** 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. Within your Entry, you must also include your choice of charity from the list of participating charities found at the Website. Mail your completed entry to Realtime Media, Attn: Tito's Vodka Summer Sweepstakes Entry, 200 Four Falls Corporate Center, Suite 130, Conshohocken, PA 19428. 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 sweepstakes entry. Mail-in entries must be postmarked no later than September 15, 2017 and received by September 22, 2017 to be eligible for the drawing. All Entries become the property of Sponsor and will not be returned or acknowledged. One (1) Sweepstakes Entry will be awarded and \$1 will be donated to one of the participating charities for each valid mail-in Entry received.

**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. Maximum limit of twenty (20) Sweepstakes Entries throughout the Promotion Period.**

3. **SWEEPSTAKES DRAWING/ODDS:** The Administrator will conduct five (5) individual electronic randomized drawings which will be held on or about May 28, 2017, June 24, 2017, July 21, 2017, August 18, 2017, and September 22, 2017. The drawings will be conducted from all eligible Entries received up through the day before the drawing date. A total of two thousand, two hundred and sixty five (2,265) Promotion Prize winners will be selected throughout the Promotion Period. Odds of winning a Promotion Prize depend on the number of eligible Entries received as of the date of the specific drawing. All eligible non-winning Entries from each drawing will **NOT** be rolled into the next drawing.
4. **WINNER VERIFICATION:** A potential winner becomes a "Winner" only after verification of eligibility by Sponsor. If such potential winner cannot be contacted within a reasonable time period, if the potential winner is ineligible, if any notification is returned undeliverable, or if the potential winner otherwise fails to fully comply with these Official Rules, he/she will forfeit that prize and an alternate winner will be selected from among all remaining entries for that drawing.
5. **PRIZES/PRIZE RESTRICTIONS:** Two Thousand, Two Hundred and Sixty-Five (2,265) Promotion Prizes (one (1) Promotion Prize per winner) will be awarded during the Promotion which are detailed below:
  - Twenty-five (25) Traeger Smokers (**Approximate Retail Value per Smoker: \$218.00**)
  - Forty (40) Copper Coolers (**ARV per cooler: \$105.50**)
  - Two Hundred (200) Chairs (**ARV per chair: \$23.00**)
  - Two Thousand (2,000) T-Shirts (**ARV per T-Shirt: \$4.00**)

**The total ARV of all Promotion Prizes is \$22,270.00**

**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.

- 6. 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 #5. 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.
- 7. TEXT MESSAGING (SMS) TERMS AND RESTRICTIONS:** Standard message and data rates may apply. By texting "**SMOKINSUMMER**" 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.
- 8. 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.

- 9. YOUR CONSENT:** Receipts that cannot be validated for any reason will be rejected. For example only, and not an all-inclusive list, a 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 receipts for the Qualifying Purchase; or (viii) is incorrectly or incompletely entered or submitted. Receipts obtained through unauthorized means or illegitimate channels will be void. 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 (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 Fifth Generation, Inc., 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.
- 10. 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.

- 11. 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.
- 12. 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.
- 13. 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 re-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.
- 14. WINNERS LIST:** To receive the list of winners of prizes, send a #10 self-addressed stamped envelope for receipt by September 30, 2017 to: Tito's Vodka Summer Sweepstakes Winners List Request, c/o Realtime Media, 200 Four Falls Corporate Center, Suite 100, Conshohocken, PA 19428.

**SPONSOR:** Fifth Generation, Inc., 12101 Moore Road 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