

**TITO'S 25th ANNIVERSARY CONTEST
OFFICIAL RULES**

THIS CONTEST IS INTENDED FOR VIEWING AND PARTICIPATION IN: (A) THE 50 UNITED STATES (EXCEPT FOR THE STATE OF MAINE); (B) THE DISTRICT OF COLUMBIA; AND (C) THE U.S TERRITORY OF PUERTO RICO (THE "ELIGIBILITY AREA"). PLEASE DO NOT PLAY IF YOU ARE NOT A LEGAL RESIDENT OF, AND NOT LOCATED IN, THE ELIGIBILITY AREA. VOID IN THE STATE OF MAINE, THE U.S. VIRGIN ISLANDS AND U.S. TERRITORIES AND POSSESSIONS APART FROM PUERTO RICO, AND WHERE PROHIBITED BY LAW.

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW. USE CAUTION AND COMMON SENSE WHEN PARTICIPATING IN THIS PROMOTION. RESPECT AND ENSURE THE SAFETY OF YOURSELF AND OTHERS. DO NOT TRESPASS OR HARM ANYONE'S PROPERTY.

ENTRY MUST NOT CONTAIN ANY THIRD-PARTY TRADEMARKS, LOGOS, TRADE DRESS OR PROMOTION OF ANY BRAND, PRODUCT, OR SERVICE.

1. ELIGIBILITY: Tito's 25th Anniversary Contest (the "Contest") begins on March 1, 2022 at 12:01 a.m. Eastern Time ("ET") and ends on July 15, 2022 at 11:59 p.m. ET ("Contest Period"). The Contest is sponsored by Fifth Generation Inc., (the "Sponsor"). The Sponsor's address is PO Box 17067 Austin, TX, 78760. The time shall be determined by Sponsor's timekeeping systems, and Sponsor may also rely on the time processing functions of third parties. Sponsor shall have the sole discretion in determining the timeliness of any action or inaction related to this Contest.

The Contest is only open to Entrants who:

- (1) are legal residents of, and physically located within: (1) one of the 50 U.S. states, **except for the state of Maine**; (2) the District of Columbia; and (3) the U.S. Territory of Puerto Rico (collectively the "Eligibility Area");
- (2) are at least twenty-one (21) years of age or older as of the time of Entry;
- (3) agree to be bound by the terms of these Official Rules; and
- (4) submit a valid Entry (as defined below) (each, an "Entrant", or "you").

The Contest is not open to:

- (1) Employees, shareholders, affiliates, officers, directors, agents and representatives of Sponsor or any entity which is involved in any aspect of the creation, production, operation, execution or fulfillment of the Contest (such entities, the "Sponsor Affiliates");
- (2) Alcoholic beverage industry members and employees;
- (3) Immediate family members (defined as parents, children, siblings, domestic partner, husband, or wife) or household members (defined as those people who share the same residence at least three (3) months a year) of such individuals listed in clauses (1) and (2) above;
- (4) are prohibited by applicable law from entering the Promotion; or
- (5) do not meet any of the eligibility requirements set forth above.

VOID OUTSIDE THE ELIGIBILITY AREA INCLUDING IN THE STATE OF MAINE, THE U.S. VIRGIN ISLANDS AND U.S. TERRITORIES AND POSSESSIONS APART FROM PUERTO RICO OR WHERE PROHIBITED OR RESTRICTED BY LAW. The Contest is subject to all applicable federal, state, and local laws.

2. TO ENTER: To enter the Contest, complete the following steps during the Contest period:

(1) Visit www.titos25th.com/gate, and after confirming that you are 21 years of age or older, you will be directed to www.titos25th.com (the "Contest Site"), where you will be required to complete an entry form, including relevant details on your nominee. Follow all posted instructions to complete the entry form. If you are a nominee, then you will be sent an email and instructed to visit [AgeGateURL](#) to accept the nomination.

(2) (a) Create one (1) original video (maximum length: 120 seconds). Maximum file size of 50MB. Video must be in one of the following formats: MPG, MP4, M4V, MOV); **AND/OR** (b) take one (1) original photo; **AND/OR** (c) write one (1) original essay (maximum length: 2200 characters). The subject of the video, photo, and/or essay is: *Tell Us What Makes You a Tito's Fan*.

(3) Upload your video, your photo, and/or your essay to the Contest Site. Entrants receive a maximum of one single "Entry" into the contest per person, per day, whether they create and submit a video, a photo, or an essay, or any combination of the three.

All Entries must be received by **July 15, 2022 at 11:59 p.m. ET**.

Sponsor is not responsible for lost, late, misdirected entries or entries not received regardless of cause. In the event of a dispute over the identity of a winner, the Entry will be deemed to have been directly submitted by the authorized account holder of the email account provided to enter the Contest. The authorized account holder is deemed to be the natural person who is assigned to the account by the relevant entity responsible for assigning those accounts. By entering and/or participating, Entrants agree to be bound by these Official Rules and Sponsor's website Terms of Use Privacy Policy as set forth in these Official Rules.

3. REQUIRED REPRESENTATIONS AND WARRANTIES: You must meet all of the following as applicable to your Entry. Failure to do so may result in your disqualification.

By entering, you represent and warrant with regard to your Entry:

(1) It is your own original work and you must have all the rights necessary to post the content. Each Entry must not contain any material that would violate or infringe upon the rights of any person or entity, including without limitation copyrights, trademarks or rights of privacy or publicity, or that is defamatory, threatening, indecent, obscene or offensive, or that is unlawful, in violation of or contrary to any applicable laws or regulations, or which requires a license from any third party. For all video Entries, please note that the video must be solely your own work, including but not limited to, the actual filming, editing, graphic design, etc. of the video.

(2) Your Entry cannot have been selected as a winner in any other contest;

(3) You have the express written consent of any identifiable persons appearing or referenced in your Entry to their Persona (as defined below) being used in the ways set out in these Official Rules, including Sponsor's right to use your Entry for any future commercial purpose without restrictions. Upon request, you will provide written consent of any such persons for Sponsor in the form identified by Sponsor.

(4) No person appearing in any Entry is under the age of twenty-one (21).

(5) Except for the marks of the Sponsor (addressed below), the Entry does not reference any person other than Entrant, or any names, products or services of any company or entity or any third-party trademarks, logos, copyrights, trade dress or promotion of any brand, product, or service. Sponsor grants you the limited permission to use its Tito's mark in your Entry solely for purposes of entering. You shall immediately cease any and all use of the Tito's mark upon expiration or termination of this Contest.

(6) Your Entry is appropriate for public viewing. Without limiting the foregoing, your Entry is not lewd, obscene, sexually explicit, pornographic, disparaging, defamatory, libelous, and does not contain content which Sponsor in its sole discretion decides is inappropriate or objectionable, including without limitation communicating messages that may reflect negatively on the goodwill of Sponsor. Your Entry must also not disparage or cast a negative light on any person, entity, or brand, product, or service.

Sponsor reserves the right in its sole and absolute discretion to not consider any Entry for the Contest if it believes the Entry violates or potentially violates any of the foregoing requirements or otherwise fails to comply with any provision of these Official Rules. You agree to reimburse Sponsor in full in respect of any losses, damages, and expenses, (including, where permitted, reasonable attorney fees) that they may sustain from the breach of a representation or warranty made by you or the use of any rights granted by you to Sponsor hereunder. By entering, you warrant that your Entry complies with the requirements set out above including those at (1) – (6) above. By entering, you will and hereby do grant to Sponsor a perpetual, irrevocable, exclusive, worldwide, royalty-free, sub-licensable, freely assignable license to reproduce your Entry and to otherwise use, exploit, copy, modify, adapt, edit, publish and display the Entry in any form, manner, venue, media or technology now known or later developed for any and all purposes, including, without limitation, for purposes of commercial or trade purposes, advertising, and promotion as Sponsor and its licensees or assignees determine, without further compensation, notification, or permission. Further, by entering, you hereby waive any moral rights you may have in any Entry in favor of the Sponsor.

By submitting your Entry you also grant to Sponsor the worldwide, perpetual, irrevocable, fully sub-licensable, and freely transferable right, but not the obligation, to use any and all names, identities, titles, likenesses, distinctive appearances, physical likenesses, images, portraits, pictures, photographs (whether still or moving), screen personas, voices, vocal styles, statements, gestures, mannerisms, personalities, performance characteristics, biographical data, signatures, and any other indicia or imitations of identity or likeness listed, provided, referenced, or otherwise contained in the Entry and/or image (all attributes, collectively, per person, a "Persona") for purposes of advertising and trade, in any format, medium, or technology now known or later developed without further notice, approval, or compensation, unless prohibited by law.

4. WINNER SELECTION; NOTIFICATION:

On or about July 16 – August 5, 2022, a panel of qualified judges selected in Sponsor's sole discretion (the "Panel") will select potential Grand Prize and First Prize winners from among the eligible Entries received in accordance with these Official Rules and based on the following judging criteria ("Judging Criteria"), weighted in Sponsor's sole discretion: (a) How integral is Tito's Handmade Vodka to the submission; and (b) How inspiring, funny or emotionally captivating is the submission.

The Second Prizes will be awarded to the first 5,000 Entrants who do not win a Grand Prize or a First Prize. The selected winner is subject to verification of eligibility and compliance with these rules. **Limit one (1) Prize per person and per household.**

The Panel may review multiple similar Entries; in such a case, the Panel may consider the timing of such Entries in making its decision but will not be bound to designate as a potential winner the first submission of such similar Entries. The selected winner is subject to verification of eligibility and compliance with these Official Rules.

If Sponsor does not receive a sufficient number of Entries meeting the Entry requirements, Sponsor may, at our discretion, select fewer winners than the number of Prizes described below.

Potential winner(s) will be notified via the contact information provided during entry no more than 15 days following judging with prize claim instructions, including submission deadlines. If potential winners do not respond to the notification within forty-eight (48) hours after the first contact or attempted contact by Sponsor, Sponsor may disqualify the nonresponding potential winner and select additional potential winners. Sponsor may require winner(s) and their guest(s) to complete, sign, and return an Affidavit of Eligibility/Liability Release/Publicity Release forms and other applicable documents. All required documents must be completed and returned to Sponsor within two (2) days of the date and time listed on the documents. If a potential winner cannot be contacted, is disqualified, or fails to timely execute and return any required forms, an alternate winner may be selected from among the remaining eligible Entries. A maximum of three alternate winners will be selected, after which unclaimed prizes will remain unawarded.

TO BE ELIGIBLE TO BE DECLARED THE WINNER, AND AS DIRECTED BY SPONSOR, YOU MUST LICENSE ALL INTELLECTUAL PROPERTY RIGHTS THAT YOU DO OR MAY HAVE IN THE ENTRY TO SPONSOR. BY ENTERING, POTENTIAL WINNER EXPRESSLY AGREES TO COMPLETE ALL PAPERWORK REQUIRED TO COMPLETE THIS TRANSFER (THE "INTELLECTUAL PROPERTY LICENSE") BEFORE HE OR SHE WILL BE PERMITTED TO CLAIM ANY PART OF THE PRIZE OR BE DECLARED THE WINNER.

5. PRIZES; PRIZE TERMS:

There are Five Thousand Three Hundred and Twenty-Five (5,325) Prizes that are available to be won, consisting of the following:

- A. Grand Prizes.** Twenty-Five (25) grand prizes (each, a "Grand Prize") is available to be won, and each comprising of: One (1) Trip for two (2) people to Austin, TX for Tito's 25th Anniversary Celebration comprising solely of:
- Round trip, coach, air travel for one (1) winner and one (1) eligible guest from the major airport nearest the winner's residence (as determined by the Sponsor) to the major airport nearest Austin, TX.
 - Three (3) nights (one room) standard double occupancy hotel accommodations from October 13–October 16, 2022, for the grand prize winner and one (1) guest at the Marriott Downtown Austin in Austin, TX (or similar hotel at the Sponsor's sole discretion);
 - Ground Transportation for two (2) in the form of Rideshare credits and/or Private Group Bus.
 - Two (2) GA tickets to Austin City Limits Music Festival on October 13 – 16th, 2022 with access to the Tito's Lounge.
 - Two (2) tickets to Tito's 25th Anniversary Celebration on October 13 – 16th, 2022
 - Choice of Golf at an Austin Golf Course valued at \$150, Spa appointment at local Austin spa valued at \$150 or other Activities (to be determined at the Sponsor's sole discretion).

The Approximate Retail Value ("ARV") of each Grand Prize is \$7,000 but prize value may vary depending upon departure location and time of travel. Other restrictions apply. The ARV of all Grand Prizes is \$175,000

- B. First Prizes.** Three Hundred (300) first prizes (each, a "First Prize") are available to be won, each First Prize consisting of one (1) framed 18" X 24" print of one of the works by Paul Mann in 80# Paper Accent Opaque Cover (PRINT). ARV of each First Prize is \$150. ARV of all First Prizes is \$45,000.

- C. Second Prizes.** Five Thousand (5,000) second prizes (each, a "Second Prize") are available to be won, and will be awarded to the first 5000 Entries received from Entrants not selected to win a

Grand Prize of First Prize. Each Second Prize consisting of one 18" X 24" signed poster by Paul Mann in 100# Flo Dull Cover Paper (POSTER). ARV of each Second Prize is \$20. ARV of all Second Prizes is \$100,000.

The ARV of the Grand Prizes, the First Prizes and the Second Prizes (each, a "Prize" and collectively, the "Prizes") is **\$320,000**. The ARV is subject to change based upon current market conditions at the time of Prize fulfillment. Any difference between the ARV and the actual value, if any, will not be awarded. Limit **one (1) Prize per person and per household**.

The value of a Prize will be taxable to the winner as income. Relevant tax forms may be issued in the name of the winner for the actual value of the Prize awarded. All federal, state and local tax liability, and any other costs and expenses associated with acceptance or use of a Prize not specifically provided for in these Official Rules are solely the winner's responsibility. Failure to complete any component of any Prize does not relieve the Prize winner of his/her tax obligations associated with winning such Prize.

All Prizes are awarded "AS IS." Neither Sponsor nor Sponsor Affiliates make or offer any warranty or guarantee, either express or implied (including, without limitation, quality, merchantability, and fitness for a particular purpose) in connection with this Contest or any Prize. No issuer of any offered Prize is sponsoring this Contest. Prize details and availability are subject to change, in which case a Prize of equal value may be substituted at Sponsor's sole discretion. Prizes consist only of the items listed, are non-transferable, with no cash redemption or substitution except at Sponsor's sole discretion. Sponsor will determine all Prize details in its sole discretion.

No refund or compensation will be paid in the event of the cancellation or delay of the Grand Prizes, or any portion thereof. Sponsor will not be liable if the events that form part of the Grand Prizes, or any portion of them, are cancelled or delayed. Sponsor may, in its sole discretion, attempt to reschedule for future event(s). The terms and conditions of the events tickets may govern if the events are cancelled due to weather, an act of God, an act of terrorism, civil disturbance or any other reason. Sponsor is not responsible for, and will not replace, lost, mutilated, or stolen event tickets, vouchers, wristbands, or certificates. Exact details, including seat locations, shall be determined in the sole discretion of Sponsor.

No more than the advertised number of Prizes shall be awarded. If, for any reason, more bona fide winners come forward seeking to claim a prize in excess of the Five Thousand Three Hundred and Twenty-Five (5,325) Prizes available as set forth in these Official Rules, the Winner of the applicable Prizes may be selected in a random drawing from among all persons making purportedly valid claims for such prize(s). Inclusion in such drawing shall be each Entrant's sole and exclusive remedy under such circumstances.

The Prizes are subject to certain terms and conditions as specified herein. A Prize may not be sold, traded, or commissioned, and is not exchangeable, transferable, substitutable, or redeemable for cash except in Sponsor's sole discretion. Prize details and availability are subject to change. Sponsor is not the supplier or guarantor of any Prize, unless otherwise specified. Prizing may be fulfilled by a third-party fulfillment agency. Prizes will only be awarded if properly claimed according to the Rules. All costs and expenses related to the Prize(s) acceptance, the Prize(s), and/or Prize(s) use not specified herein as being provided are the sole responsibility of winner(s).

Actual value of trip may vary based on point of departure and airfare fluctuations. Any difference between stated approximate retail value and actual value of prize will not be awarded. All Prize details not specified in the Official Rules will be determined in Sponsor's sole and absolute discretion. Selection of the airline, departure and arrival airport, and hotel are within Sponsor's sole discretion. If, in the judgment of the Sponsor and/or any third-party company fulfilling the prize, air travel is not required due to winner's proximity to Austin, TX, ground transportation will be substituted for roundtrip air travel at the Sponsor

and third-party fulfillment company's sole and absolute discretion. The difference in value will not be awarded to the winner.

Winner is solely responsible for any and all expenses and incidental travel costs not expressly stated in the Prize description herein, including but not limited to ground transportation to/from each winner's residence and airport of departure, meals and beverages, in-room charges (e.g., mini-bar, room service, telephone, movies, etc.), gratuities, travel upgrades, baggage fees, and personal incidentals. Winners and guests must travel on dates designated by the Sponsor, on the same itinerary. Grand Prize Winners must be available to travel to Austin, TX within specified dates between October 13 – 16th, 2022; no alternate travel dates are available. In the event any Grand Prize Winner cannot travel on the dates designated by Sponsor, such winner may be disqualified, and the prize may be awarded to an alternate winner provided sufficient time remains prior to the travel. Winners and guests will be required to provide a valid major credit card or some other acceptable form of payment, as determined in the hotel's sole discretion upon hotel check-in and all in-room charges, telephone calls, meals, beverages, hotel upgrades, amenities, personal incidentals and any other expenses charged to the winner's hotel room will be charged to that major valid credit card or deducted from the deposit provided.

Travel is subject to availability and terms and conditions set forth in these Official Rules and those set forth by selected travel providers, availability and other material restrictions may apply. Sponsor is not responsible for any fees or additional charges resulting from a winner's or guest's change(s) to itinerary or accommodations. Winners and guests must have all necessary identification and/or travel documents (e.g., a valid U.S. driver's license) required for travel and are solely responsible for obtaining such valid identification (e.g., a valid U.S. driver's license) prior to travel and the associated costs for these requirements. Sponsor shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the air carriers, hotels or other transportation companies or any other persons providing any of these services and accommodations to passengers including any results thereof such as changes in services or accommodations necessitated by same. Sponsor shall not be liable for any loss or damage to baggage or their contents. If the winner becomes disabled or cannot otherwise fully enjoy the prize due to illness, Sponsor shall have the option at its sole discretion of being relieved of liability for fulfillment of the Prize award and no other compensation in lieu of the Prize will be awarded. Each winner and guest is responsible for obtaining his/her own medical and life insurance and the associated costs. All travel is subject to any and all restrictions instituted by the Department of Defense and/or Department of Homeland Security, as required. Each winner and guest agree to comply with all applicable venue regulations in connection with the events. Sponsor and the applicable venue representatives reserve the right to remove or to deny entry to any winner or guest who engage(s) in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person at the events or in any other objectionable behavior. Once travel guests are selected, they may not be substituted, except in Sponsor's sole and absolute discretion. Airline tickets are non-refundable/non-transferable and are not valid for upgrades and/or frequent flyer miles. All airline tickets are subject to flight variation, work stoppages, and schedule or route changes. Additional prize award details and travel information to be provided to the winner at the time of notification. Lost, stolen, or damaged airline tickets, travel vouchers or certificates or concert or event tickets will not be replaced or exchanged. Unclaimed Prize(s) will not be awarded. Certain travel restrictions and blackout dates may apply. The Sponsor shall in no way be responsible for any travel delays, flight cancellations or difficulty. If travel delays, cancellations or difficulty prevent arrival in time for any and all elements of trip, the Sponsor is not responsible for awarding any compensation in lieu thereof. Failure to collect or properly claim any Prize in accordance with these rules will result in forfeiture of the Prize. If forfeited for any reason, winner will not receive any other Prize substitution or compensation, and the Prize will remain the property of the Sponsor and will not be awarded, except as provided herein. Winner agrees to accept all blackout dates, space availability requirements, etc. established by the Sponsor's prize partner(s), such as hotels, airlines, concert or event venues etc. Winner must comply with all applicable laws, and any rules and regulations established by the Sponsor's prize partner(s), if any; such as hotels, airlines, concert or event venues etc. Winner agrees that acceptance of any trip taken as a prize is done so entirely upon their own initiative, risk, and responsibility.

BY ACCEPTING GRAND PRIZE, WINNERS ACCEPT THE INHERENTLY DANGEROUS NATURE AND RISK IN ANY TRAVEL OR TRANSPORTATION, SUCH RISK INCLUDING PERSONAL INJURY AND/OR DEATH, ACKNOWLEDGES THAT HIS/HER PARTICIPATION IN THE PRIZE EVENTS IS VOLUNTARY, ACKNOWLEDGES THAT THERE ARE NATURAL FACTORS AND OCCURRENCES WHICH MAY IMPACT ON OR AFFECT THE SAFETY OF THE ACTIVITIES HE/SHE IS PARTICIPATING IN AND HE/SHE ASSUMES THE RISK OF SUCH FACTORS AND OCCURRENCES AND AGREES THAT THE RELEASED PARTIES SHALL NOT BE IN ANY WAY RESPONSIBLE FOR ANY RESULTING INJURY AND/OR DEATH.

6. PUBLICITY & MARKETING: Submission of an Entry in the Contest constitutes permission, but not the obligation, to the Sponsor to use Entrants' name, identity, title, likeness, distinctive appearance, physical likeness, image, portrait, picture, photograph (whether still or moving), screen persona, voice, vocal style, statements, gesture, mannerism, personality, performance characteristic, biographical data, signature, and any other indicia or imitation of identity or likeness for purposes of advertising and trade, in any medium, without further notice, approval, or compensation, unless prohibited by law.

7. PRIVACY INFORMATION. Sponsor shares your concerns about the privacy of your personal information. Potential winners will be contacted using the address provided during the Contest. By entering this Contest, unless you have opted out upon entry, you agree to receive marketing materials, communications and other materials from the Sponsor and/or any promotional partners whose products and services Sponsor feels might interest you at a future date. Email addresses may be stored if supplied, and you may receive email correspondence from, or on behalf of Sponsor subject to Sponsor's privacy policy. Sponsor uses commercially reasonable efforts to comply with Federal CAN-SPAM guidelines, and you may subsequently opt-out of receiving further emails by following the opt-out instructions contained in any such email. Please refer to Sponsor's privacy policy located at <https://www.titosvodka.com/privacy>.

If you provided your mobile number during the promotion period and agreed to the terms listed, you are authorizing Sponsor to deliver automated SMS messages to you about the Contest. You are not required to provide a number as a condition of purchasing any item or receiving any offers. Standard message rates may apply. You may opt out of receiving future text messages by replying STOP to any message you receive (which will generate a confirmation noting we have received your request). If you chose not to receive automated SMS messages to your mobile device, you will receive the same notifications via mail or via email through an automated email system.

8. UNSUBSCRIBE. At any time after you enter, if you are not interested in receiving communications from Sponsor, you may notify the Sponsor that you do not desire to receive such materials by following the opt-out instructions contained in a communication from Sponsor.

9. NO LIABILITY & INDEMNIFICATION: By entering this Contest, you agree to release, discharge and hold harmless Sponsor, Sponsor Affiliates, and their respective directors, officers, employees, agents and assigns (the "Released Parties") from any claims, losses, and damages arising out of, or relating to, your participation in this Contest or any Contest-related activities (including, without limitation, the concert) and the acceptance and use, misuse, or possession of any prize awarded hereunder (including, without limitation, any misrepresentation made by you in connection with the Contest; any non-compliance by you with these Official Rules; claims brought by persons or entities other than the parties to these Official Rules arising from or related to your involvement with the Contest; acceptance, possession, misuse or use of any prize or participation in any Contest-related activity or participation in this Contest; any malfunction, error or other problem arising in connection with the collection, processing, or retention of Entry information; or any typographical or other error in the printing, offering or announcement of any winner). The foregoing includes, without limitation, any claim for personal injury, property loss or damage, or death arising in any way in connection with the Contest.

If Sponsor's use of your Entry causes Sponsor to be subject to a claim by any third party (including, but not limited to, a claim of infringement), you agree to indemnify and hold harmless the Released Parties, and all persons acting by, through, under or in concert with them, against any and all damages, costs, judgments and expenses (including reasonable attorney's fees) which the Released Parties (or any one of them) may incur as a result of the use of your Entry.

10. OTHER TERMS: Decisions of Sponsor on all matters related to the Contest are final and binding. Sponsor reserves the right to cancel or modify the Contest for any reason, including but not limited to, if fraud, misconduct or technical failures destroy the integrity of the Contest, or if a computer virus, bug, or other technical problem corrupts the administration, security, or proper administration of the Contest as determined by Sponsor, in its sole discretion. Sponsor reserves the right to disqualify or prohibit the participation of an individual if fraud or tampering is suspected, or if the individual fails to comply with any requirement of participation or with any provision in these Official Rules. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE OPERATION OF THIS CONTEST MAY BE A VIOLATION OF CRIMINAL & CIVIL LAWS. SPONSOR RESERVES THE RIGHT TO DISQUALIFY AND/OR SEEK DAMAGES FROM ANY INDIVIDUAL MAKING ANY SUCH ATTEMPTS TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW.

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 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 you may have.

12. RIGHT TO DISQUALIFY: Sponsor reserves the right to disqualify or prohibit the participation of an individual if fraud or tampering is suspected; if the individual fails to comply with any requirement of participation or with any provision in these Official Rules; if the individual's behavior or communication at any point is disruptive, may or does cause damage or to any person, property, or reputation of Sponsor, or is otherwise not in accordance with all applicable laws and generally accepted social practices as determined in Sponsor's sole discretion.

13. SEVERABILITY: If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

14. WINNERS LIST: To receive the list of winners of Prizes, send a #10 self-addressed stamped envelope for receipt by September 30, 2022 to: Tito's 25th Anniversary Contest Winners List Request, c/o Snipp Interactive Inc., 6708 Tulip Hill Terrace, Bethesda, MD 20816

15. SPONSOR: Fifth Generation, Inc., PO Box 17067 Austin, TX, 78760

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