

## **"Tito's Holiday -Spin to Win Instant Win Game"**

### **Official Rules**

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN A PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID OUTSIDE THE ELIGIBILITY AREA (DEFINED BELOW), AND WHERE PROHIBITED BY LAW.**

**AN INTERNET CONNECTION IS REQUIRED AND CONNECTION FEES MAY APPLY.**

**BY SUBMITTING AN ENTRY TO THIS PROMOTION, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. AMONG OTHER THINGS, THIS CONTRACT INCLUDES INDEMNITIES FROM YOU TO THE PROMOTION ENTITIES (DEFINED BELOW) AND A LIMITATION OF YOUR RIGHTS AND REMEDIES AND BINDING ARBITRATION.**

**1. SPONSOR:** The "Tito's Holiday Spin to Win Instant Win" (the "Promotion") is sponsored by Fifth Generation, Inc, with an address at PO Box 17067 Austin, TX, 78760., ("Sponsor"). The Promotion consists of an Instant Win Game (the "Instant Win Game").

The Promotion is subject to these official rules (the "Official Rules"), and by entering, Entrant (defined below) agrees to be bound by them and the decisions of Sponsor, which are final and binding in all respects.

**2. ELIGIBILITY:** The Promotion is only open to entrants who:

(a) are legal residents of, and physically located within one of the 49 United States (50 United States other than Maine), the District of Columbia and Puerto Rico (the "Eligibility Area");

(b) are at least 21 years of age or older as of the time of entry;

(c) agree to be bound by the terms of these Official Rules; and

(d) submit a valid Entry (as defined below) (each, an "Entrant", or "you").

The Promotion is not open to entrants who:

(1) are employees, shareholders, subsidiaries, 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 Promotion, including Snipp Interactive Inc., the administrator of this Promotion (the "Administrator"), as well as any alcohol beverage licensees (including alcohol beverage suppliers, wholesalers, distributors or retailers).

(2) are 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 of such entrant at least three (3) months a year) of such individuals listed in clause (1) above; or

(3) do not meet any of the eligibility requirements set forth above.

**VOID OUTSIDE THE ELIGIBILITY AREA OR WHERE PROHIBITED BY LAW.**

**3. PROMOTION PERIOD:** This Promotion begins at 12:01 AM EST on 10/1/2022 and ends at 11:59 PM EST on 12/31/2022 (the "Promotion Period"). **All Entries must be received by 11:59 PM EST on 12/31/2022.** Administrator's computer systems will be the official timekeeping device for the Promotion. Entries that are submitted before or after the Promotion Period will be disqualified.

**4. HOW TO ENTER:** During the Promotion Period, there is one (1) method of Entering the Promotion and playing the Instant Win Game (a "Play", or an "Entry"):

**4.1 TO ENTER THE PROMOTION AND PLAY THE INSTANT WIN GAME:** During the Promotion Period, visit <https://www.titosholiday.com/> (the "Promotion Site"). Complete the official entry form and register for the Promotion by entering true and accurate information in the required fields (including choice of human vs dog sweater) and reading and accepting any required terms and conditions to receive an opportunity to play the Instant Win Game, upon playing which you will be instantly notified if you are a potential winner of an Instant Win Game prize. You will only be awarded the opportunity to play the Instant Win Game, if (a) you have not already played the Instant Win Game that day; and (b) you have not previously been declared a potential winner of an Instant Win Game prize. You may play the Instant Win Game one (1) time each day of the Promotion Period, by visiting the Promotion Site where you will be required to sign in to the Promotion Site by entering your email address (use the same email address you used to register for the Promotion), and thereafter you will receive an opportunity to play the Instant Win Game provided that you have not been previously declared a potential winner of an Instant Win Game Prize.

**4.2 To enter via text message:** Text the keyword "TITOSHOLIDAY" 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.titosholiday.com](http://www.titosholiday.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 Spin to Win game. Each eligible consumer will get one (1) spin of the Tito's Holiday Instant Win Wheel per day. 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.

**Limit: A maximum of one (1) prize per person for the duration of the program** will be accepted. Once a participant wins, they will not be able to play again for the duration of the program and they will be shown the limit reached page. For purposes of this Promotion, a "day" begins at 12:01 a.m. EST and ends at 11:59 p.m. EST. Plays that are in excess of the stated limits, incomplete, illegible, corrupted, damaged, destroyed, forged, false, lost, late or misdirected, deceptive or otherwise not in compliance with the Official Rules may be disqualified from the Promotion at Sponsor's sole and absolute discretion. Plays generated by a script, computer programs, macro, programmed, robotic or other automated means are void and may be disqualified. Plays received or attained based on any tampering (cheating) or foul play will render that Entrant ineligible to receive any prize(s) and may result in Entrant no longer being allowed to enter Sponsor's other promotions in the future, at Sponsor's sole discretion. Subsequent attempts made by the same individual to submit multiple entries by using multiple or false contact information or otherwise may be disqualified. The Promotion Entities (defined below) are not responsible for technical failures of any kind, including, but not limited to, the malfunctioning of any wireless network, telephone, computer, computer network, hardware or software or the unavailability or inaccessibility of any service. The Promotion Entities are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in Entrant's device to receive messages. Those who do not follow all of the instructions, provide the required information in their entry form, or fail to abide by these Official Rules or other instructions of Sponsor may be disqualified. You understand that Internet access and device data usage charges and any other charges imposed by your mobile plan and/or online service may apply when playing. Contact your wireless carrier and/or check your mobile plan for data usage pricing plans and details. In the event of a dispute as to any Play, the Authorized

Account Holder of the email address used to register for the Promotion will be deemed to be the Entrant. The "Authorized Account Holder" is the natural person who is assigned an account by the Internet access provider, online service provider, or other organization responsible for assigning such accounts or the account associated with the submitted email address. The potential winners may be required to show proof of being the Authorized Account Holder.

Sponsor is not responsible for lost, interrupted or unavailable network server or other connection; miscommunications; failed phone or computer or telephone transmissions; technical failure; jumbled, scrambled or misdirected transmissions; late, lost, incomplete, delayed, inaccurate, invalid, un-intelligible, or misdirected entries; or other error of any kind whether human, mechanical, or electronic.

**5. ALL POTENTIAL INSTANT WIN GAME WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR OR ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE INSTANT WIN GAME SHOULD SO INDICATE OR EVEN IF ENTRANT RECEIVES AN EMAIL MESSAGE SAYING HE OR SHE WON, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY, AND THE POTENTIAL INSTANT WIN GAME WINNER HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY PLAY THAT OCCURS AFTER THE INSTANT WIN GAME SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE PLAY, IS VOID, AND WILL NOT BE HONORED.**

**6. PRIZE SELECTION AND VERIFICATION OF POTENTIAL WINNERS:** Potential winners must comply with all terms and conditions of these Official Rules. Winning is contingent upon fulfilling all requirements. Administrator is an independent judging organization whose decisions as to the administration and operation of the Promotion and the selection of potential winners are final and binding in all matters related to the Promotion.

There will be 2,425 random, computer-generated winning times during the Promotion Period, one (1) for each of the Instant Win Game prizes below. If you are the first player to play the Instant Win Game at or after one of the randomly generated times, you will be a potential instant winner of the prize indicated.

Each potential winner may be required to provide his/her date of birth, email address, phone number and mailing address (no P.O. Boxes) for eligibility and prize fulfillment purposes within 5 days of the date notice is sent, in order to claim his/her prize and to fulfill any such other requirements as determined by Administrator, including where applicable being required to complete, sign, and return documentation required by Administrator — including a notarized Affidavit of Eligibility, release of liability, and a publicity release form (except where prohibited) within the time period as specified by the Administrator. If any potential winner cannot be contacted, fails to provide any requested information (if applicable) within the required time period, or if prize or prize notification is returned as undeliverable, he/she is disqualified and forfeits the applicable prize. In the event that a potential winner is disqualified for any reason, Administrator will award the applicable prize to an alternate winner in a random drawing from among all remaining eligible entries, up to 3 alternates. If the alternate potential winners are disqualified, the applicable prize will not be awarded. Prizes will be fulfilled approximately 8 to 10 weeks after winner confirmation. If, for any reason, more winners come forward seeking to claim a prize in excess of the Two Thousand Four Hundred and Twenty Five (2,425) prize(s) available as set forth in these Official Rules, the winners of the prize(s) 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 Promotion Entities are not responsible for and shall not be liable for late, lost, damaged, intercepted, misdirected or unsuccessful efforts to notify the potential winners.

## **7. Prizes:**

- (a) Two Thousand Four Hundred and Twenty Five (2,425) Instant Win winners will each receive either a: (a) one (1) Tito's Human Ugly Sweater, **or** one (1) Tito's Dog Ugly Sweater; based upon such winner's choice during registration (ARV: \$14.65); (b) one (1) Tito's 'Tis the Season Slipper (ARV:\$35); (c) one (1) pair of Tito's Holiday Sock (ARV:\$9); or (d) one (1) Tito's Ugly Holiday Sweater Ornament (ARV:\$7.25).
- (b) One Thousand (1,000), Tito's Human Ugly Sweaters/Tito's Dog Ugly Sweaters. ARV of each such Sweater: \$14.65
- (c) One Hundred and Seventy Five (175) pairs of Tito's 'Tis the Season Slippers. ARV of each such slipper: \$35.
- (d) Two Hundred and Fifty (250) pairs of Tito's Holiday Socks. ARV of each such pair of socks: \$9.
- (e) One Thousand (1,000) Tito's Ugly Holiday Sweater Ornaments. ARV of each such ornament: \$7.25.

**The ARV of all prizes is \$30,275**

Odds of winning an Instant Win Game prize depend on the date/time of entry, the number of prizes remaining available at the time of entry and number of eligible Instant Win Game plays received. The number of Instant Win Game prizes available to be won will diminish as they are awarded.

The actual value of prizes is subject to price fluctuations in the consumer marketplace based on, among other things, any gap in time between the date the ARV is estimated for purposes of these Official Rules and the date the prize is awarded or redeemed. No substitution, exchange or transfer of prize by any winner. Sponsor reserves the right to substitute any prize or prize component for one of equal or greater value. Winners are responsible for all taxes and fees associated with prize receipt and/or use. The Promotion Entities shall have no responsibility or obligation to a winner who is unable or unavailable to, or who does not for any reason, accept or utilize a prize.

**8. RELEASE:** Entrant agrees to release and hold harmless Sponsor, its parent company, subsidiaries and affiliated companies, units and divisions ("Affiliates"); and their advertising and promotional agencies or marketing partners and prize suppliers; each of their respective officers, directors, agents, representatives and employees; and each of these companies' and individuals' respective successors, representatives and assigns; and the Administrator (collectively, the "Promotion Entities") from and against: (a) any claim, liability, or cause of action, including, but not limited to, damage to or loss of property, arising out of participation in the Promotion, receipt or use or misuse of any prize, or any breach of these Official Rules; and (b) any claim including claims based upon defamation, publicity rights, invasion of privacy, copyright infringement, trademark infringement, or any other intellectual property-related cause of action arising from or related to the Promotion, the prizes, or Sponsor's advertising and marketing related to the Promotion, Entrants or the winners. Winning a prize is contingent upon fulfilling all requirements set forth herein. Each prize is offered and provided "as is" with no warranty or guarantee by Sponsor, either express or implied, including but not limited to, the implied warranties or merchantability, fitness for a particular purpose, or non-infringement. Any and all warranties and/or guarantees on the prizes (if any) are subject to the manufacturer's terms therefore, and winner agrees to look solely to such manufacturer(s) for any such warranty and/or guarantee. By participating in the Promotion, each Winner acknowledges that the Promotion Entities have not and will not obtain or provide insurance of any kind relating to the prizes.

Use of any device to automate or subvert entry is prohibited and any entries received by such means will be void. Sponsor reserves the right in its sole discretion to disqualify any person it suspects or finds: (i) to have tampered with the entry process or the operation of the Promotion; (ii) to be acting in a disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person; (iii) to display behavior that will bring such Entrant or the Promotion Entities into disgrace (e.g., including but not limited to, a

person committing acts of moral turpitude, and/or allegations or convictions of any crime); (iv) to have provided inaccurate information on any legal documents submitted in connection with the Promotion; or (v) to be acting in violation of these Official Rules. ANY VIOLATION OF THESE OFFICIAL RULES BY A WINNER WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS A WINNER OF THE PROMOTION AND ALL PRIVILEGES AS A WINNER WILL BE IMMEDIATELY TERMINATED.

**9. GENERAL CONDITIONS:** Except where prohibited by applicable law, participation in the Promotion constitutes each winner's consent to Sponsor's and its Affiliates' use of the winner's name, city, state, county, and country, likeness, photograph, statements made by the winner about the Promotion, Sponsor, its Affiliates, and/or prize information for purposes solely related to the Promotion in any media without further payment or consideration, including, but not limited to, posting winner lists online. Entrant hereby grants to Sponsor and its Affiliates to the extent permitted under applicable law, a non-exclusive, worldwide license to use, reproduce, modify, adapt, publish, transmit via the Internet, and display Entrant's entry, including entry information, in whole or in part, solely for the purpose of administering this Promotion. Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend the Promotion should a virus, bug, computer or phone problem, unauthorized intervention or other causes beyond Sponsor's control, corrupt the administration, security or proper play of the Promotion. Any attempt by any person to deliberately damage the Promotion or related websites or undermine the legitimate operation of the Promotion may be in violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. The Promotion Entities are not responsible if the Promotion cannot take place or is delayed, or if any prize cannot be awarded due to delays, interruptions or failures due to acts of God, war, natural disasters, coronavirus (COVID-19) pandemic, other epidemics or medical emergencies, government mandated lockdowns, weather, acts or threats of terrorism, strikes, lockouts, labor disputes, work stoppages, fire, acts of government, other force majeure events or other events outside of the reasonable control of the Promotion Entities. If, for any reason, the Promotion is not capable of running as planned, including, without limitation, coronavirus (COVID-19) pandemic, other epidemics or medical emergencies, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the reasonable control of the Promotion Entities, which, in Sponsor's sole determination, corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend the Promotion or any part of the Promotion. If the Promotion or a particular portion thereof is canceled or terminated before the designated end date of the Promotion Period for any reason, Sponsor may (if possible) select the winners based on the Entries received as of the date of the event giving rise to the termination and that is in complete compliance with these Official Rules. This shall be each Entrant's sole and exclusive remedy in the event the Promotion is so terminated or cancelled. Only the type and quantity of prizes described in these Official Rules will be awarded. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. If any provision of the Official Rules is determined to be invalid or otherwise unenforceable, then the Official Rules will be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.

**10. LIMITATIONS OF LIABILITY:** Except as provided by applicable law, the Promotion Parties are not responsible, to the extent permitted by law, for: (A) any incorrect or inaccurate information, whether caused by Entrant, printing errors or omission or by any of the equipment or programming associated with or utilized in the Promotion; (B) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (C) unauthorized human intervention in any part of the Entry process or the Promotion; (D) technical or human error which may occur in the administration of the Promotion or the processing of Entries; or (E) any injury or damage to person or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Promotion or receipt or use or misuse of any prize. If for any reason an Entrant's Entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Entrant's sole remedy is another Entry in the Promotion provided that if it is not possible to submit another Entry due to discontinuance of the Promotion, or any part of it, for any reason, Sponsor, at its discretion, may elect to

hold a random drawing from among all eligible Entries or, as the case may be, received up to the date of discontinuance for any or all of the prizes offered herein.

NOTHING IN THESE OFFICIAL RULES SHALL DISCLAIM, LIMIT, OR EXCLUDE LIABILITY FOR ANY LIABILITY THAT MAY NOT BE DISCLAIMED, LIMITED, OR EXCLUDED PURSUANT TO APPLICABLE LAW.

**11. PRIVACY POLICY:** The Entrants acknowledge and understand that all personal information submitted as part of this Promotion will be collected and processed by Sponsor for the purpose of managing the Promotion, and such additional purposes specified in connection with entering or participating in the Promotion, in accordance with the privacy policy available at <http://www.titosvodka.com/privacypolicy/>. (the "Privacy Policy"). Entrants can read more about their rights, how Entrant's personal information is used, and how to contact Sponsor, in the Privacy Policy. By participating in the Promotion, Entrants agree to the Terms of Use and the terms and conditions of Sponsor's website, and acknowledge all of the terms and conditions of the Privacy Policy.

**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 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.

**13. 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.

**14. WINNERS LIST:** To receive the list of winners of prizes, send a #10 self-addressed stamped envelope for receipt by January 12, 2023 to: Tito's Holiday Spin to Win Winners List Request, c/o Snipp Interactive Inc., 6708 Tulip Hill Terrace, Bethesda, MD 20816

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

**ADMINISTRATOR:** Snipp Interactive Inc., 6708 Tulip Hill Terrace, Bethesda, MD 20816