

Tito's Tailgate 2022 Sweepstakes Official Rules

NO PURCHASE, PAYMENT OR TEXT NECESSARY TO ENTER OR WIN. A PURCHASE, PAYMENT OR TEXT OF ANY KIND DOES NOT INCREASE YOUR CHANCES OF WINNING. STANDARD TEXT MESSAGE RATES WILL APPLY TO ALL TEXTS SENT AND RECEIVED. VOID WHERE PROHIBITED. The Tito's Tailgate 2022 Sweepstakes ("Promotion") begins at 12:00:01 AM Eastern Time ("ET") on August 1, 2022 and ends at 11:59:59 PM ET on February 13, 2023 ("Promotion Period"). The Promotion contains a game of chance ("Sweepstakes"). *The computer clock of Administrator is the official time-keeping device in the Promotion.*

1. ELIGIBILITY: The Promotion is open only to legal residents of the 49 United States (excluding Maine) and the District of Columbia (includes Puerto Rico), who are twenty-one (21) years of age or older at the time of entry. Employees, officers and directors of Fifth Generation, Inc. (the "Sponsor") and Snipp Interactive Inc. (the "Administrator"), and their respective parent companies, affiliates, subsidiaries, advertising, and fulfillment and marketing agencies, (collectively, "Promotion Parties") as well as any alcohol beverage licensees (including alcohol beverage suppliers, wholesalers, distributors or retailers) and in each case 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 in the Promotion, you release, discharge and hold harmless Promotion Parties, their respective parents, affiliates, subsidiaries, retailers, advertising and promotion agencies and the respective officers, directors, employees and agents of each of the foregoing, from any and all damages whether direct or indirect, which may be due to or arise out of participation in the Promotion or any portion thereof, or the acceptance, use/misuse or possession of any prize. 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 anywhere not listed above, and where prohibited by law, rule or regulation. All federal, state and local laws and regulations apply. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. HOW TO ENTER:

a. To enter via text message: Text the keyword "TITOSTAILGATE" 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 <https://www.titostailgate.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 registration form where they must completely enter their true and correct information in the required fields (required fields include: Full Name, Complete Mailing Address, Email Address, Phone Number & Opt-in to the Official Rules & Privacy Policy for the Promotion). Each eligible completed registration form received will earn one (1) Entry into the Sweepstakes ("Sweepstakes Entry"). Standard carrier charges apply. Contact your carrier for plan details and pricing. Entry via text messaging may not be available via all wireless carriers. Text "STOP" to 811811 to opt-out.

Carrier specific charges for text messages may apply, depending on your individual cellular pricing plan, in accordance with your cellular customer agreement. SMS may not be available for all service providers or for all handsets. Cellular phone carrier's instructions for text messaging may be different. Check your phone capabilities for specific instructions. The text message entry portion of this sweepstakes works with most U.S cellular carriers and requires a two-way text messaging enabled cellular phone. Sponsor makes no guarantee that any particular wireless service provider will participate. Check with your service provider for details. By selecting to enter via text messaging, you grant permission to the Administrator to notify you 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.

Limit of one (1) Sweepstakes Entry per person, per email address, per phone number per day, throughout the Promotion Period for a total of a maximum of One Hundred Ninety-Six (196) Sweepstakes Entries per person, per email address, per phone number. Limit of one (1) Promotion Prize per person, per household. Entrants may not share an email address or cellular accounts.

- 3. SWEEPSTAKES DRAWINGS/ODDS:** The Administrator will conduct two (2) randomized drawings on or about November 8th, 2022 (the "First Drawing") and February 14th, 2023 (the "Second Drawing"), from all eligible Entries received during the Promotion Period as of each such date, to select a total of forty five (45) Promotion Prize winners on the first such date and forty six (46) Promotion Prize winners on the second of such date. A total of ninety-one (91) Promotion Prize Winners will be selected in connection with the entire Promotion. Odds of winning a Promotion Prize depend on the eligible Entries received during the Promotion Period and until the applicable drawing date.

SPONSOR'S DECISIONS AS TO THE ADMINISTRATION AND OPERATION OF THE SWEEPSTAKES AND THE SELECTION OF POTENTIAL WINNER ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES. AN ENTRANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL ENTRANT'S ELIGIBILITY AND THE POTENTIAL WINNING ENTRY 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 ENTRY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED DEFECTIVE AND IS VOID AND WILL NOT BE HONORED.

- 4. PRIZES AND PRIZE LIMITATIONS:** A total of ninety-one (91) Promotion Prizes will be awarded as detailed below:

- **Prizes (91)** A total of ninety-one (91) Promotion Prizes will be awarded (one prize per winner) as detailed below.
- The First Drawing will award forty-five (45) Promotion Prizes (one prize per winner) as detailed below:
 - Ten (10) Tito's Traeger Grills (Each Grill Approximate Retail Value (ARV) = \$300)
 - Ten (10) Tito's ROVR Cooler (Each Cooler ARV = \$285) ○ Twenty Five (25) Tito's Football Jerseys (Each Jersey ARV = \$75)
- The Second Drawing will award forty-six (46) Promotion Prizes (one prize per winner) as detailed below:
 - One (1) Tito's Tailgate Experience for up to 10 people including a BBQ featuring catered craft cocktail service, set-up and take down, to take place in the 2023 football season. Location to be determined, based on winner. Tito's Handmade Vodka will work with the winner to determine time and place. (ARV = \$5,000)
 - Ten (10) Tito's Traeger Grills (Each Grill ARV = \$300) ○ Ten (10) Tito's ROVR Cooler (Each Cooler ARV = \$285) ○ Twenty Five (25) Tito's Football Jerseys (Each Jersey ARV = \$75)

The total ARV of all ninety-one (91) Promotion Prizes is \$20,450.00

PRIZE LIMITATIONS: Limit of one (1) Promotion Prize per person, per household. Prize will only be awarded by Sponsor upon potential winners' verification of eligibility and final approval by Sponsor. Prizes will be delivered to the mailing address provided by the applicable winner during registration. Allow 4-6 weeks for delivery after the drawings are conducted. No prize substitution, cash equivalent of prizes, transfer or assignment of prizes is permitted, except by Sponsor which reserves the right to

substitute a prize with one of comparable or greater value, in its sole discretion. If it is discovered during prize verification you have entered, attempted to enter, or used multiple accounts to enter more than the stated limit you will be disqualified at the discretion of the administrator, or will, be void. Entries generated by script, macro or other automated means, which subvert the entry process, are void. All Promotion Entries become the property of Sponsor and will not be acknowledged or returned. Promotion Parties are not responsible for late, lost, stolen, damaged, delayed, or undelivered prizes.

- 5. TEXT MESSAGING (SMS) TERMS AND RESTRICTIONS:** By *texting TITOSTAILGATE to 811811 you consent to receive text messages pertaining to this program only, via automated telephone dialling system to the number you provided, from Snipp Interactive Inc. Message frequency varies. Txt HELP for Help or STOP to Stop. Terms and Conditions and Privacy Policy of texting at www.snipp.com/termsand-conditions. and www.snipp.com/privacy-policy. *Message and data rates may apply. Carriers are not liable for delayed or undelivered messages. Your consent to the above is not required to make a purchase. The text message you send is your electronic signature agreeing to these Terms and Conditions, and to giving electronic written consent as set forth above.. You are not required to provide a number as a condition of purchasing any item or receiving any offers. *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. Program 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 Program 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. Program Sponsor, in its sole discretion, may add or delete a cellular carrier at any time, without notice.*
- 6. MISCELLANEOUS:** Promotion Parties are not responsible for late, lost, incomplete, corrupted, stolen, garbled, damaged, delayed, undelivered or misdirected Entries, all of which are void. Online Entries will be considered to be entered by the authorized account holder of the e-mail address submitted at time of entry and he/she must comply with these Official Rules. The authorized account holder is deemed as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. By entering the Promotion, you recognize and agree that the registration information provided by you will be made available to Sponsor; use of such information will be governed by Sponsor's Privacy Policy found at <http://www.titosvodka.com/privacypolicy/>. Upon entering the Promotion, winners grant Sponsor the right to print, publish, broadcast, and use worldwide in any media now known or later developed, the winner's name, portrait, picture, voice, likeness, city and state of residence, and biographical information for any purpose, including but not limited to, in advertisements, publicity, and other communications, worldwide, in perpetuity, without additional compensation, notification or permission, except where prohibited by law. You agree to comply with these Official Rules and the decisions of the Sponsor and judges shall be binding and final.
- 7. RELEASE:** As a condition of entering the Promotion, you agree that (1) under no circumstances will you be permitted to obtain awards for, and you hereby waive all rights to claim punitive, incidental, consequential or any other damages, and any claims, judgments or awards shall be limited to actual out-of-pocket expenses; (2) all causes of action arising out of or connected with this Promotion, or any prizes awarded, shall be resolved individually, without resort to any form class action; and (3) in no event will you be entitled to receive attorneys' fees. BY ENTERING THE PROMOTION, YOU AGREE TO RELEASE, DISCHARGE AND HOLD HARMLESS PROMOTION PARTIES AND THE RESPECTIVE OFFICERS, DIRECTORS, AND AGENTS OF EACH, FROM ANY AND ALL LIABILITY FOR ANY INJURY, LOSS, OR DAMAGE OF ANY KIND TO PERSONS, INCLUDING DEATH, AND PROPERTY, WHETHER DIRECT OR INDIRECT, WHICH MAY BE DUE TO OR ARISE OUT OF PARTICIPATION IN THE PROMOTION OR ANY PORTION THEREOF, OR THE ACCEPTANCE, USE/MISUSE OR POSSESSION OF PRIZES, OR ANY PRIZE-RELATED TRAVEL OR ACTIVITY.

YOU WAIVE ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

- 8. DISCLAIMER:** Promotion Parties are not responsible for printing or typographical errors in these Official Rules or in any Promotion-related materials. Sponsor reserves the right, in its sole discretion, to disqualify any individual that tampers with the entry process. Sponsor also reserves the right to terminate, suspend, cancel or modify the Promotion and award the prizes for the Promotion from among all eligible, non-suspect entries received (i) as of the date of termination using the judging procedure outlined above or in a random drawing for the Sweepstakes if for any reason this Promotion is not capable of running as planned due to any reason, including infection by computer virus, bugs, tampering, fraud, unauthorized intervention, technical failures or other causes that may corrupt or impair the integrity, fairness or proper play of the Promotion. Promotion Parties are not responsible or liable for any events which may cause errors and/or the Promotion to be stopped, including but not limited to any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries, nor are they responsible for any problems or technical malfunction of any telephone, network or telephone lines, computer on-line systems, servers, or cable, satellite, or Internet Service Providers, computer equipment, software or any other failure of any email or Entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any web site, or any combination thereof, including any injury or damage to yours or any other person's computer relating to or resulting from participation in this Promotion or downloading any materials in this Promotion. Promotion Parties are not responsible for computer, mechanical, technical, electronic, network or other errors or problems, including any errors or problems that may occur in connection with the administration of the Promotion, the processing of Entries, or in any other Promotion-related materials. Promotion Parties may stop you from participating in this Promotion if you violate Official Rules or act, in Sponsor's sole discretion: (a) in a manner Sponsor determines to be not fair; (b) with an intent to annoy, threaten or harass any other entrant or the Sponsor; or (c) in any other disruptive manner. Should more prizes be awarded through a computer, hardware, or software malfunction, error or failure, or for any other reason, in any prize category, than are stated for that category in the Official Rules, Sponsor reserves the right to award only the number of prizes stated in the Official Rules for that category. In no event will more prizes be awarded than that listed in Section 5.

CAUTION: ANY ACT OR ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, PROMOTION PARTIES RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL(S) TO THE FULLEST EXTENT PERMITTED BY LAW.

- 9. 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.
- 10. 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.
- 11. WINNERS LIST:** To receive the list of winners of prizes, please email help@titostailgate.com on or after February 17, 2023 and until March 14, 2023.

- 12. Privacy Information.** Sponsor shares your concerns about the privacy of your personal information. Potential Winners will be contacted using the address provided during the Promotion Period.

By entering this Sweepstakes, 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 Sweepstakes. 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 texting STOP to 811811 or 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.

- 13. 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.

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

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

© 2022 Fifth Generation, Inc.

Tito's Handmade Vodka is a registered trademark of Fifth Generation, Inc. Handcrafted To Be Savored Responsibly

Tito's Handmade Vodka is distilled from corn and is certified GLUTEN-FREE. Distilled and bottled by Fifth Generation, Inc. Austin, Texas. 40% alcohol by volume