

**Official Rules:**

**NO PURCHASE OR PAYMENT OR TEXT NECESSARY TO ENTER, WIN OR IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.**

The Summer X Tito's Sweepstakes ("Promotion") begins at 12:00:01 AM Eastern Time ("ET") on May 01, 2023, and ends at 11:59:59 PM ET on September 09, 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 (50 U.S. other than Maine) and the District of Columbia and 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. ENTRY PERIOD:** The Sweepstakes begins on May 01, 2023, at 12:00:01 a.m. Eastern Time ("ET") and ends on September 09, 2023, at 11:59:59 p.m. ET.

**3. HOW TO ENTER:** To enter the Sweepstakes, complete the following steps during the Sweepstakes period:

Visit [www.summerxtitos.com](http://www.summerxtitos.com) (the "Sweepstakes Site"), where you will be prompted to confirm that you are 21 years of age or older. Upon confirmation of your age, you will be directed to the applicable registration form where you must completely enter your true and correct information in the required fields (required fields include: selecting the prize you wish to win, Full Name, Complete Mailing Address, Email Address, Phone Number, and 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 (each, an "Entry")

Limit of one (1) Sweepstakes Entry per person/email address per day, throughout the Promotion Period for a total of a maximum of one hundred and thirty-two (132) per person/email address. Limit of one (1) prize per person/email address. Entrants may not share an email address.

**4. SWEEPSTAKES DRAWING/ODDS:** There will be Two (2) random drawings (each, a "Drawing") held in this Sweepstakes as follows:

Entry Period	Start Date 12:00:01 AM ET	End Date 11:59:59 PM ET	Drawing Date
1	May 01, 2023	July 04, 2023	On or about July 05, 2023
2	July 05, 2023	September 09, 2023	On or about September 10, 2023

Administrator will randomly select Two Hundred and Twelve (212) Potential Prize winners from all eligible Drawing#1 Entries received; Two Hundred and Thirteen (213) winners from all eligible Drawing#2 Entries received. A total of Four Hundred and Twenty-Five (425) prize winners will be selected in connection with the entire Promotion. The

odds of winning a Prize depends upon the number of eligible entries received for each respective prize for each respective Entry Period. Each winner is considered a "potential" winner pending verification of his/her eligibility and compliance with these Official Rules. By entering the Sweepstakes, each entrant accepts and agrees to these Official Rules and the decisions of Sponsor and Administrator, which shall be final. If a potential prize winner is found not to be eligible or not in compliance with these Official Rules, or if prize notification or prize is returned as undeliverable, and/or if a potential prize winner fails to sign, notarize and return any required documents or provide required identification by the deadlines set by Sponsor such potential prize winner may be disqualified and an alternate potential winner may be selected, up to three (3) alternates. If the alternate potential prize winners are also so disqualified, the prize will not be awarded. Sponsor and Administrator are not responsible for any change of email address or phone number of any entrant. By submitting an Entry, each entrant agrees to allow use of his or her name, likeness and/or biographical information for promotional purposes (including posting on the Website), except where prohibited. SPONSOR'S DECISIONS AS TO THE ADMINISTRATION AND OPERATION OF THE SWEEPSTAKES AND THE SELECTION OF POTENTIAL WINNER(S) ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES. AN ENTRANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL THE 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.

**5. PRIZES; PRIZE TERMS:** A total of four and twenty-five (425) prizes (each, a "Promotion Prize", and together, the "Promotion Prizes") will be awarded in connection with the Promotion as detailed below:

<b>Drawing</b>	<b>Prize*</b>	<b>Approximate Retail Value ("ARV")</b>	<b>Number of Prizes</b>
Drawing#1	Solo Stove Funboy Swim-up Bar Funboy Floating Drink Holders Business & Pleasure Lounge Chair Business & Pleasure Umbrella	\$220.00/each \$59.50/each \$7.10/each \$130.50/each \$130.50/each	Twelve (12) Fifty (50) Fifty (50) Fifty (50) Fifty (50)
Drawing#2	Solo Stove Funboy Swim-up Bar Funboy Floating Drink Holders Business & Pleasure Lounge Chair Business & Pleasure Umbrella	\$220.00/each \$59.50/each \$7.10/each \$130.50/each \$130.50/each	Twelve (13) Fifty (50) Fifty (50) Fifty (50) Fifty (50)

The total ARV of all four hundred and twenty-five (425) Promotion Prizes is \$38,260.

**PRIZE LIMITATIONS:** 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. All prize details not specified in these Official Rules will be determined in Sponsor's sole discretion. If for any reason a prize is unavailable, Sponsor reserves the right to modify the Program in its sole discretion and award a substitute prize, or portion of a prize, of comparable or greater value as set forth in these Official Rules. No substitution, transfer, assignment or cash equivalent of a prize, or any portion thereof, is permitted by a winner. The Promotion Parties 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. Each prize is provided "as is". Entrants acknowledge that the Promotion Parties have neither made, nor are in any manner responsible or liable for, any warranty, representation, or guarantee, express or implied, in fact or in law, relative to a prize, including any express warranties provided by any prize supplier that are sent along with a prize and any implied warranty of merchantability of fitness for a particular purpose. Any prize pictured online, television and print advertising, promotional packaging and other Program materials are for illustrative purposes only.

All U.S. 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 does not relieve the prize winner of his/her tax obligations associated with winning.

**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 <https://www.titosvodka.com/privacy/>. Upon entering the Promotion, winners grant Sponsor the right to print, publish, broadcast, and use world-wide 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 PRIZERELATED 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 those 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 Promotion Prizes, please visit <http://snipp.us!/crA7W> on or after October 16, 2023, until October 15, 2024.

**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/>.

**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

© 2023 Fifth Generation, Inc. Tito's Handmade Vodka is a registered trademark of Fifth Generation, Inc. Crafted 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.