Tampico® Sweeps Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW. Tampico® Sweeps (the "Promotion") begins at 12:00:01 AM Central Time ("CT") on March 1, 2017 and ends at 11:59:59 PM CT on April 30, 2017 (May 1, 2017 for mail-in entries) (the "Promotion Period"). The Promotion contains a game of chance ("Sweepstakes"). The computer clock of the Sponsor (defined below) is the official time-keeping device in the Promotion.

ARBITRATION NOTICE: AS DETAILED IN THE DISPUTES/ARBITRATION/GOVERNING LAW PROVISION BELOW, YOU AND WE AGREE THAT DISPUTES BETWEEN YOU AND US IN CONNECTION WITH THE PROMOTION WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION. THAT MEANS THAT AN ARBITRATOR, NOT A JUDGE OR JURY, WILL DECIDE ANY DISPUTE AND THAT YOU WAIVE YOUR RIGHT TO BRING AN ACTION IN COURT BEFORE A JUDGE OR JURY. YOU ALSO WAIVE YOUR RIGHT TO BRING OR RESOLVE ANY DISPUTE AS, OR PARTICIPATE IN, A CLASS, CONSOLIDATED, REPRESENTATIVE, COLLECTIVE, OR PRIVATE ATTORNEY-GENERAL ACTION OR ARBITRATION.

- 1. ELIGIBILITY: The Promotion is open only to legal residents of the 50 United States or the District of Columbia ("Territory"), who are at least 13 years of age or older as of date of entry. Employees, officers and directors of Tampico Beverages, Inc. ("Sponsor"), Snipp Interactive, Realtime Media LLC ("Administrator"), DreamWorks Animation L.L.C. ("DWA") and their respective parent companies, affiliates, subsidiaries, advertising, contest, fulfillment and marketing agencies, (collectively, "Promotion Parties") their immediate families (parent, child, sibling & spouse and their respective spouses, regardless of where they reside) and persons living in the same households as such individuals (whether related or not) are not eligible to participate in the Promotion. By participating, you agree to these Official Rules and to the decisions of the Sponsor, which are final and binding in all respects. Void in any state not listed above and where prohibited by law, rule or regulation.
- 2. HOW TO ENTER THE PROMOTION: There are two (2) methods of entry as detailed below:
 - a. PURCHASE OF QUALIFYING PRODUCT METHOD: To enter the Sweepstakes, purchase either a Tampico® brand 6 pack or 24 pack ("Qualifying Products") from any retailer in the Territory ("Qualifying Purchase") during the Promotion Period and submit a photograph of a valid receipt(s) from the Qualifying Purchase ("Receipt Photo") as detailed below. Valid on purchase of Qualifying Products from March 1, 2017 to April 30, 2017. All submissions of Receipt Photos must be received by Sunday, April 30, 2017 at 11:59:59PM CT to be eligible.

Before submitting a receipt, participants must highlight the Qualifying Product(s) on the receipt with a star or check. Receipt Photos must clearly show the receipt in its entirety. Participants should keep their receipt. Tampico Beverages, Inc., reserves the right to require a participant to provide original receipt for verification purposes upon request. Participants can submit their Receipt Photos and enter the Sweepstakes using one (1) of the three (3) methods detailed below during the Promotion Period:

- Text the keyword **TAMPICO** to **811811** to receive a text message with a link to <u>www.TampicoRaiseaBoss.com</u> (the "Website"). Click to go to the Website and enter your true and correct information in the required fields (which will require you to upload your Receipt Photo) to receive one (1) entry in the Sweepstakes.
- Visit <u>www.TampicoRaiseaBoss.com</u>, complete the registration form by entering your true and correct information in the required fields (which will require you to upload your Receipt Photo) to receive one (1) entry in the Sweepstakes.

 Attach the image of your receipt to an email and send it to redeem@TampicoRaiseaBoss.com. You will then receive an email with a link to www.TampicoRaiseaBoss.com. Click to go to the Website and enter your true and correct information in the required fields to receive one (1) entry.

An eligible receipt that contains a Qualifying Purchase received via any of the above methods will earn one (1) entry into the Sweepstakes. There is a limit of one (1) entry per Receipt Photo, regardless of the number of Qualifying Purchases shown on the receipt. You may enter the Sweepstakes up to twenty (20) times by submitting a Receipt Photo, but each Receipt Photo must be for a different purchase.

b. ALTERNATE METHOD OF ENTRY (AMOE): To enter the Sweepstakes without purchase, legibly hand-print your full name, full mailing address, email address, phone number, and birth date on a plain 3x5 inch paper. Mail your completed entry to Realtime Media, Attn: Tampico Sweeps Entry, 200 Four Falls Corporate Center, Suite 130, Conshohocken, PA 19428. Each entry must be mailed separately in a hand-addressed, stamped envelope. No photocopied or mechanically reproduced entries will be accepted. No responsibility is assumed for lost, late, incomplete, illegible, misdirected or postage-due entries. No responsibility is assumed for (i) technical, electronic, telephone, hardware, software or network, computer or data transmission errors, malfunctions or difficulties of any kind or (ii) any incorrect data contained in any sweepstakes entry. Mail-in entries must be postmarked no later than May 1, 2017 and received by May 5, 2017 to be eligible for the drawing. All entries become the property of Sponsor and will not be returned or acknowledged.

Limit of up to twenty (20) Sweepstakes Entries per person, per email or mailing address throughout the Promotion Period regardless of method of entry.

- 3. SWEEPSTAKES DRAWINGS/ODDS: On or about May 8, 2017, the Administrator will conduct a random drawing from among all eligible Entries received during the Promotion Period and will select One (1) Grand Prize winner and One Thousand (1,000) Runner Up Prize winners. Odds of winning a Promotion Prize (described below) depend on the number of eligible Entries received during the Promotion Period.
- 4. WINNER NOTIFICATION: The potential Grand Prize winner will be notified by email and/or phone and will have ten (10) days to respond to the winning notification before forfeiting their prize. Any winner of a prize package valued at \$600 or more will be sent an Affidavit of Eligibility/Liability Release via email. All forms must be completed, signed, notarized and returned to Administrator within ten (10) days of date of issuance. A potential winner becomes the "Winner" only after verification of eligibility by Sponsor. If such potential winner cannot be contacted within a reasonable time period, if the potential winner is ineligible, if any notification is returned undeliverable, or if the potential winner otherwise fails to fully comply with these Official Rules, he/she will forfeit that prize and an alternate winner will be selected from among all remaining entries for that drawing. Sponsor will have no obligation to pursue more than three (3) alternate winners for any prize.
- 5. PRIZES/PRIZE RESTRICTIONS: One Thousand and One (1,001) Promotion Prizes will be awarded during the Promotion as detailed below:

GRAND PRIZE (1): One (1) Grand Prize will be awarded which consists of:

• One (1) check in the amount of \$5,000

The Approximate Retail Value ("ARV") of the Grand Prize is \$5,000

RUNNER UP PRIZES (1,000): One Thousand (1,000) Runner Up Prizes will be awarded. Each Runner Up Prize consists of:

• One (1) \$10 Movie Loot Visa Digital codes, which must be claimed within 6 months and redeemed within one (1) year from issuance

The ARV of each Runner Up Prize is \$10

The total ARV of all Promotion Prizes is \$15,000

PRIZE RESTRICTIONS: Limit of one (1) Runner Up Prize per person/per household. Runner Up Prize Winners are also eligible to win the Grand Prize. Runner Up prize winners will be sent their prize directly to the email address supplied during registration. Promotion Parties are not responsible for late, lost, stolen, damaged, delayed, or undelivered prizes. PRIZES ARE AWARDED "AS IS" WITH NO GUARANTEE. ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED BY THE PROMOTION PARTIES. ALL PRIZE DETAILS ARE AT SPONSOR'S SOLE DISCRETION. ANY TAXES, COSTS AND EXPENSES ASSOCIATED WITH PRIZE ACCEPTANCE AND USE NOT SPECIFIED HEREIN AS BEING PROVIDED ARE WINNERS' SOLE RESPONSIBILITY.

- 6. GENERAL: Each winner hereby expressly grants to the Promotion Parties and their respective designees all rights to use and publish his/her name, likeness (photographic or simulated), voice, and province of residence for all purposes, including without limitation, advertising, marketing, promotional and publicity purposes in connection with this Promotion ("Advertising"), in any and all media now or hereafter devised, worldwide in perpetuity, without any form of notice or any amount or kind of compensation or permission, except where prohibited by applicable law. All copyright, trademark or other intellectual property rights in such Advertising shall be owned by Sponsor and/or its licensors, and each winning participant hereby disclaims and waives any claim of right to such Advertising. Such Advertising shall be solely under the control of Sponsor and/or its licensors, and each winner hereby waives any claim of control over the Advertising content as well as any possible claims of misuse of such winning recipient's name, likeness or voice under contract, tort or any other theory of law. The Promotion Parties do not assume any responsibility for any disruption in the Promotion Parties, including but not limited to the failure or interruption of any internet service provider. In the event there is a discrepancy or inconsistency between disclosures and other statements contained in any Promotion materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern, and control. In no event will more prizes be awarded than those listed in Rule #5. All decisions as to these Official Rules and interpretations thereof are exclusively within the sole discretion of the Sponsor and may be changed from time to time without notice. The Sponsor reserves the right to cancel or modify the Promotion at any time without notice due to events beyond Sponsor's reasonable control, in which case the Sponsor will use commercially reasonable efforts to award all prizes in an alternate manner. A potential winner may be requested to provide the Sponsor with proof that the potential winner is the authorized account holder of the email address associated with the winning Entry. If, in Sponsor's sole determination, a dispute cannot be resolved, the Entry will be deemed ineligible. Entries generated by a script, macro or other automated means will be disgualified. Entries that are incomplete, garbled, or corrupted are void and will not be accepted.
- 7. CONDUCT: By participating in this Promotion, you agree to be bound by these Official Rules and the decisions of Sponsor, which shall be final, binding and non-appealable in all respects. Failure to comply with these Official Rules may result in disqualification. The Promotion Parties reserve the right at their sole discretion to disqualify any individual found to be tampering with the participation process or the operation of the Promotion, or to be acting in any manner deemed by the Promotion Parties to be in violation of the Official Rules, or to be acting in any manner deemed by the Promotion Parties to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person and void all associated Entries and/or registrations. CAUTION: ANY ATTEMPT BY A USER, YOU OR ANY OTHER INDIVIDUAL TO DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, THE PROMOTION PARTIES RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES

(INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

- 8. YOUR CONSENT: Receipts that cannot be validated for any reason will be rejected. For example only, and not an all-inclusive list, a receipt will be rejected if it: (i) fails to pass anti-fraud detection measures; (ii) is unauthorized, fake, or has been illegitimately obtained; (iii) contains any messages, code or other markings not recognized by the administrator; (iv) contains printing or other errors; (v) is illegible, unreadable or blank; (vi) has been previously used; (vii) reflects the use of more than an authorized number of receipts for the Qualifying Purchase; or (viii) is incorrectly or incompletely entered or submitted. Receipts obtained through unauthorized means or illegitimate channels will be void. Receipts cannot be sold, traded, auctioned, or bartered; all of which will be void. Duplicate requests and requests from resellers, dealers/distributors, their employees or warehouse facilities, groups, clubs or organizations will be void. Fraudulent submission could result in federal prosecution under mail fraud rules and regulations.
- 9. TEXTING CONDITIONS: By texting "TAMPICO" to 811811 you consent to receive an autodialed reply text with a URL to enter the Sweepstakes. Your consent to the above is not required to make a purchase. 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 message portion of this Promotion 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 participate via text messaging, you 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 participating via SMS. Sponsor in its sole discretion may add or delete a cellular carrier at any time, without notice.
- 10. LIMITATIONS OF LIABILITY: To the fullest extent permitted by law, the Promotion Parties assume no responsibility or liability for (a) lost, late, stolen, undelivered, inaccurate, incomplete, delayed, misdirected, damaged or garbled registrations, Entries, URLs, or emails; (b) any incorrect or inaccurate Entry information, or for any faulty or failed electronic data transmissions; (c) any unauthorized access to, or theft, destruction or alteration of Entries or registrations at any point in the operation of this Promotion; (d) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, cable, satellites, servers, computers or providers utilized in any aspect of the operation of the Promotion; (e) inaccessibility or unavailability of the Internet or the Website or any combination thereof or for computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Promotion, including, without limitation, errors or difficulties which may occur in connection with the administration of the Promotion, the processing of Entries, social networking posts, or registrations, the announcement of the prizes, or in any other Promotion-related materials; or (f) any injury or damage to participants or to any other person's computer which may be related to or resulting from any attempt to participate in the Promotion. If, for any reason, the Promotion (or any part thereof) is not capable of running as planned for reasons which may include, without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, then the Promotion Parties reserve the right at their sole discretion to cancel, terminate, modify or suspend the Promotion in whole or in part. If terminated, the Promotion Parties will award the prizes from among all non-suspect, eligible Entries received for the Promotion up to the time of such action.

- 11. RELEASES: To the fullest extent permitted by law, all participants, as a condition of participation in this Promotion, agree to release, hold hamless Tampico Beverages, Inc., Snipp Interactive, Realtime Media, LLC, DreamWorks Animation L.L.C. and their respective parent, subsidiaries, affiliates, retailers, and advertising and promotion agencies, and all of their respective officers, directors, shareholders, employees and agents (collectively, "Released Parties") from and against any and all liability, claims, damages, or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained, in whole or in part, directly or indirectly, in connection with (i) participation in any aspect of the Promotion, (ii) the receipt, ownership or use of the prize awarded, including any travel associated with any prize, (iii) participant's registration material on any related website, or (iv) any typographical or other error in these Official Rules.
- 12. DISPUTES/ARBITRATION/GOVERNING LAW. YOU AGREE THAT THESE OFFICIAL RULES AND YOUR PARTICIPATION IN THE PROMOTION ARE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS, USA. BOTH YOU AND SPONSOR WAIVE THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO BRING OR RESOLVE ANY DISPUTE AS A CLASS, CONSOLIDATED, REPRESENTATIVE, COLLECTIVE, OR PRIVATE ATTORNEY GENERAL ACTION. NOTWITHSTANDING ANY PROVISION IN THE JAMS (DEFINED BELOW) RULES TO THE CONTRARY, THE ARBITRATOR WILL NOT HAVE THE AUTHORITY OR ANY JURISDICTION TO HEAR THE ARBITRATION AS A CLASS, CONSOLIDATED, REPRESENTATIVE, COLLECTIVE, OR PRIVATE ATTORNEY GENERAL ACTION OR TO CONSOLIDATE, JOIN, OR OTHERWISE COMBINE THE CLAIMS OF DIFFERENT PERSONS INTO ONE PROCEEDING.

THE PARTIES EACH AGREE TO FINALLY SETTLE ALL DISPUTES ONLY THROUGH ARBITRATION. IN ARBITRATION, THERE IS NO JUDGE OR JURY AND REVIEW IS LIMITED. THE ARBITRATOR'S DECISION AND AWARD IS FINAL AND BINDING. WITH LIMITED EXCEPTIONS, AND JUDGMENT ON THE AWARD MAY BE ENTERED IN ANY COURT WITH JURISDICTION. THE PARTIES AGREE THAT ANY CLAIM, SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THESE OFFICIAL RULES OR THE PROMOTION WILL BE RESOLVED SOLELY BY BINDING ARBITRATION BEFORE A SOLE ARBITRATOR UNDER THE STREAMLINED ARBITRATION RULES PROCEDURES OF JAMS INC. ("JAMS") OR ANY SUCCESSOR TO JAMS. IN THE EVENT JAMS IS UNWILLING OR UNABLE TO SET A HEARING DATE WITHIN FOURTEEN (14) DAYS OF THE FILING OF A "DEMAND FOR ARBITRATION," THEN EITHER PARTY CAN ELECT TO HAVE THE ARBITRATION ADMINISTERED BY ANOTHER MUTUALLY AGREEABLE ARBITRATION ADMINISTRATION SERVICE THAT WILL HEAR THE CASE. IF AN IN-PERSON HEARING IS REQUIRED, THEN IT WILL TAKE PLACE IN, CHICAGO, IL, NEW YORK CITY, NY, NASHVILLE, TN OR LOS ANGELES, CA (WHICHEVER IS CLOSEST TO YOUR RESIDENCE). DISPUTES WILL BE ARBITRATED ONLY ON AN INDIVIDUAL BASIS AND WILL NOT BE CONSOLIDATED WITH ANY OTHER PROCEEDINGS THAT INVOLVE ANY CLAIMS OR CONTROVERSY OF ANOTHER PARTY, INCLUDING ANY CLASS ACTIONS OR CLASS ARBITRATIONS: PROVIDED. HOWEVER. IF FOR ANY REASON ANY COURT OR ARBITRATOR HOLDS THAT THIS RESTRICTION IS UNCONSCIONABLE OR UNENFORCEABLE, THEN THE AGREEMENT TO ARBITRATE DOES NOT APPLY AND THE DISPUTE MUST BE BROUGHT IN A COURT OF COMPETENT JURISDICTION LOCATED IN OR HAVING JURISDICTION OVER DUPAGE OR COOK COUNTY, ILLINOIS. SPONSOR AGREES TO PAY THE ADMINISTRATIVE AND ARBITRATOR'S FEES IN ORDER TO CONDUCT THE ARBITRATION (BUT SPECIFICALLY EXCLUDING ANY TRAVEL OR OTHER COSTS INCURRED BY YOU TO ATTEND THE ARBITRATION HEARING). EITHER PARTY MAY, NOTWITHSTANDING THIS PROVISION, BRING QUALIFYING CLAIMS IN SMALL CLAIMS COURT.

13. PRIVACY: By participating in the Promotion, participant agrees to all of the terms and conditions of the Sponsor's Privacy Policy, which is available at http://www.tampico.com/privacy. In the event of any discrepancy between the Sponsor's Privacy Policy and these Official Rules, these Official Rules shall control and govern.

- 14. 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. A 1099 tax form (preceded by a W9 Form) will be issued to the Grand Prize Winner.
- **15. WINNERS LIST:** To receive the list of winners of prizes, send a #10 self-addressed, stamped envelope for receipt by May 15, 2017 to: Tampico Sweeps Winners List Request, c/o Realtime Media, 200 Four Falls Corporate Center, Suite 100, Conshohocken, PA 19428.

SPONSOR: Tampico Beverages, Inc., 3106 N. Campbell Avenue, Chicago, IL 60618

ADMINISTRATORS: Snipp Interactive Inc., 1605 Connecticut Ave NW, Washington, DC 20009 Realtime Media LLC, 200 Four Falls Corporate Center, Suite 100, Conshohocken, PA 19428