

## **TITO'S TAILGATE 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. VOID WHERE PROHIBITED.** The Tito's Tailgate Sweepstakes ("**Promotion**") begins at 12:00:01 AM Eastern Time ("**ET**") on August 01, 2023, and ends at 11:59:59 PM ET on November 15, 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 (i.e., 50 United States excluding Maine), the District of Columbia and Puerto Rico), who are twenty-one (21) years of age or older at the time of entry (each an "**Entrant**" or "**you**"). Employees, officers and directors of Fifth Generation, Inc. (the "**Sponsor**"), Snipp Interactive Inc. (the "**Administrator**") Solo Brands, LLC, and Brumate LLC, 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 August 01, 2023 at 12:00:01 a.m. ET and ends at 11:59:59 p.m. ET on November 15, 2023.

#### **3. HOW TO ENTER:**

To enter the Sweepstakes, complete the following steps during the Promotion Period:

- 1) **Visit [www.TitosTailgate.com](http://www.TitosTailgate.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 registration form where you must completely enter your 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**").
- 2) **Via QR Code:** During the Sweepstakes Period, use your smart phone or other web-enabled device with data plan to scan the Sweepstakes quick response ("**QR**") code featured on signs or promotional materials at participating stores with the QR reader application already installed on your phone. You will then be directed to the Sweepstakes Site ([www.TitosTailgate.com](http://www.TitosTailgate.com)) 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 registration form where you must completely enter your true and correct information in the required fields and thereafter submit the Registration Form. Each eligible completed registration form received will earn one (1) Sweepstakes Entry.

Proof of scanning QR codes does not constitute proof of completion or submission of an Entry. To scan a QR code, participants must have a smart phone or other web-enabled device with a camera feature and QR scanner application and may incur message or data charges from their wireless service provider for each message sent and received. If you do not have a QR reader already installed on your phone, type "QR reader" in your mobile device's application store search field to find available QR readers for your smart phone or other web-enabled device. You will receive a response which will contain a link to download a QR reader for your specific device. Check with your wireless service provider for details on these and other applicable charges. Participants are solely responsible for any such wireless charges. Not all wireless carriers participate.

**Limit of one (1) Sweepstakes Entry per person, per email address, per phone number, per day irrespective of method of entry, throughout the Promotion Period for a total of a maximum of one hundred and seven (107) 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.**

#### **4. SWEEPSTAKES DRAWING/ODDS:**

**There will be One (1) random drawing held in this Sweepstakes.** The random drawing will take place on or about November 17, 2023 during which Administrator will randomly select Thirty (30) potential Grand Prize winners, one hundred (100) potential First Prize winners and Fifty (50) potential Second Prize winners from among all eligible Entries received during the Promotion Period. A total of one hundred and eighty (180) Promotion Prize winners will be selected in connection with the entire Promotion. The odds of winning a Promotion Prize depends on the total number of eligible Entries received during the Promotion Period.

Each winner is considered a "potential" winner pending verification of his/her eligibility and compliance with these Official Rules. Administrator will make two (2) attempts within a twenty-four (24) hour period to notify each potential winner at the email address or phone number submitted at the time of his/her Entry. Potential winners must respond within forty-eight (48) hours of notification. Failure of a potential winner to respond within forty-eight (48) hours of notification may result in disqualification and an alternate potential winner may be selected. By entering the Sweepstakes, each entrant accepts and agrees to these Official Rules and the decisions of Sponsor and Administrator, which shall be final. Winners may be required to sign a winner's agreement and Release and return it by the date specified in Administrator's notification, or prize will be forfeited in its entirety and another winner may be selected. If a potential 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, such potential winner may be disqualified and an alternate potential winner may be selected. This will be repeated until such time as a winner is ultimately determined, unless the Sponsor determines in its reasonable discretion that it is unlikely that a Prize winner will be determined in which case the applicable Prize will remain un-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 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 one hundred and eighty (180) prizes (each, a "Promotion Prize" or "Prize", and together, the "Promotion Prizes", or "Prizes") will be awarded in connection with the Promotion as detailed below:

- Thirty (30) grand prizes (each, a "Grand Prize") and each comprising of one (1) Tito's branded Stove w/Grill Accessories. Approximate retail value ("ARV") \$280/each Grand Prize.

- One hundred (100) first prizes (each, a "First Prize") and each comprising of one (1) Tito's branded x Brumate Back Tap – 3 Gallons (ARV \$120/each First Prize).
- Fifty (50) second prizes (each, a "Second Prize") and each comprising of one (1) Tito's branded Football Jersey (ARV \$75/each).

**The total ARV of all one hundred and eighty (180) Promotion Prizes is \$24,150.** 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.

**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 conducted for all physical Promotion Prizes. 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 Sweepstakes 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.

The value of a Prize may 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 Promotion Parties 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 Promotion or any Promotion 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 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 one hundred and eighty (180) Promotion Prize(s) available as set forth in these Official Rules, the Winner of the applicable Promotion 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 Prizes are subject to certain terms and conditions as specified herein. A Promotion Prize may not be sold, traded, or commissioned, and is not exchangeable, transferable, substitutable, or redeemable for cash except in Sponsor's sole discretion. Promotion Prize details and availability are subject to change. Sponsor is not the supplier or guarantor of any Promotion Prize, unless otherwise specified. Prizing may be fulfilled by a third-party fulfillment agency. Promotion Prizes will only be awarded if properly claimed according to the Rules. All costs and expenses related to the Promotion Prize(s) acceptance, the Promotion Prize(s), and/or Promotion Prize(s) use not specified herein as being provided are the sole responsibility of winner(s).

**NEITHER SPONSOR NOR ANY PROMOTION PARTY SHALL HAVE ANY LIABILITY FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING FROM OR ARISING OUT OF OR RELATED TO THE PRIZE OR ANY ACTIVITY RELATED TO THE PRIZE OR ANY OTHER ASPECT OF WINNER'S ACCEPTANCE OR USE OF THE PRIZE.**

## **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 as those 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 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 as of the date of termination 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 Promotion Prizes, please visit <http://snipp.us!/csxdd> on or after December 15, 2023, until November 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

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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