

**TITO'S HANDMADE VODKA**  
**UNLEASH JOY WITH TITO'S PROGRAM**

**TERMS & CONDITIONS**

**NO PURCHASE OR PAYMENT NECESSARY TO PARTICIPATE**

**OPEN TO LEGAL UNITED STATES RESIDENTS OF FIFTY (50) UNITED STATES AND THE DISTRICT OF COLUMBIA (EXCLUDING MAINE), WHO ARE AT LEAST 21 YEARS OF AGE AT THE TIME OF PARTICIPATION.**

The Tito's Handmade Vodka Unleash Joy with Tito's program (the "Program") is sponsored by Fifth Generation, Inc. ("Sponsor"), 1406 Smith Road Suite C, Austin TX, 78721.

- 1. PROGRAM PERIOD:** The Program begins on 11/1/2024 at 12:00 AM Eastern Time ("ET") and ends on 1/31/25 at 11:59:59 PM ET, or when the maximum number of dog collar tags available is reached, whichever occurs first ("Program Period"). Sponsor reserves the right to modify or terminate this Program at any time.
- 2. ELIGIBILITY:** Only legal United States residents of the fifty (50) United States and the District of Columbia (excluding Maine) who are at least twenty-one (21) years old will be able to participate in the Program. Void in Maine and where prohibited or restricted by law. Members of the alcohol industry, including Sponsor, manufacturers, wholesalers, retailers, and their officers, employees, representatives, and agents are prohibited from participating in the Program.
- 3. HOW TO PARTICIPATE:** Internet access and a valid e-mail address are required to participate. During the Program Period, eligible participants can visit the website ("Website") [www.unleashjoywithtitos.com](http://www.unleashjoywithtitos.com). Participants must then register by entering the information requested on the registration form, which may include without limitation: their first and last name (initials are not permitted), valid e-mail address, complete mailing address (P.O. Boxes are not permitted), and affirmation that they have read and agree to be bound by these Official Rules. Participant can then enter the fields required to create a personalized metal dog collar tag ("Dog Tag"). Each Dog Tag will be mailed to the participant (Shipping and Handling to be covered by Sponsor) at the address provided during registration approximately 6-8 weeks from completion of online submission form. Limit: No more than one per Household address during the Program Period (while supplies last). No more than 100,000 Dog Collar Tags will be available during the Program Period.

Participant understands that they are creating a Dog Tag for their own personal use. By participating Participant agrees not to use a Dog Tag as a prize or re-sell a Dog Tag. No compensation will be provided by the Sponsor or any of its affiliates, in any way or form. There are no prizes in this Program.

Each Dog Tag created must comply with these Official Terms, including the Dog Tag Guidelines and Requirements set forth below. By creating a Dog Tag, participant hereby agrees to be bound by these Terms and Conditions and the decisions of Sponsor regarding the administration of the Program. Sponsor reserves the right to reject the creation of any Dog Tag if it doesn't comply with these Official Terms or for any or no reason. Further, participant

grants Sponsor and its agents an unlimited, worldwide, irrevocable, perpetual license and right, but not obligation, to publish, reproduce, exhibit, use, publicly display, distribute, edit, crop or otherwise exploit and create derivative works of the Dog Tag (as well as any name or likeness embodied therein) in any way, in any and all media, now known or hereafter devised, without limitation, and without further consideration or approvals. Each participant waives any intellectual property rights, publicity/privacy rights or other legal or moral rights relating to such use.

**DOG TAG GUIDELINES AND REQUIREMENTS:** Each Dog Tag:

- Participant can customize four (4) lines of copy and text. There is no requirement that every line must be filled with the below information and is up to recipient to customize accordingly for their needs.
  - A. 1st line- Pet Name: 10 characters
  - B. 2nd line- Phone #: 20 characters
  - C. 3rd line- Street Address: 20 characters
  - D. 4th line- City/State/Zip: 20 characters
- Must not contain material that violates or infringes another's rights, including, but not limited to, privacy, publicity or intellectual property rights, including copyright infringement, or legal or moral rights of any third party, living or deceased;
- Must not disparage Sponsor or any other person or party affiliated with the promotion and administration of this Program;
- Must not include any confidential personal information;
- Must be the original work of the participant;
- Must not be mean spirited or derogatory to your pet or other animals or contain language suggestive of that;
- Must not feature brand names or trademarks other than Sponsor's trademarks as shown;
- Must not contain, facilitate, reference, or use material that is appealing to minors, fraudulent, inappropriate, indecent, lewd, pornographic, obscene, hateful, tortious, defamatory, slanderous or libelous; and
- Must not contain, facilitate, reference, or use material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, ethnicity, religion, nationality, disability, sexual orientation, political orientation, citizenship, ancestry, marital status, or age.

**IMPORTANT:** MESSAGE AND DATA RATES MAY APPLY IF A PARTICIPANT ENTERS THIS PROMOTION ON HIS/HER MOBILE DEVICE. NOT ALL MOBILE TELEPHONE/WIRELESS PROVIDERS CARRY THE SERVICE NECESSARY TO PARTICIPATE IN THESE PROMOTIONS. PARTICIPANTS SHOULD CONSULT THEIR WIRELESS PROVIDER'S PRICING PLANS. MOBILE PARTICIPATION IS NOT REQUIRED.

- 4. LIMITATION OF LIABILITY:** By participating in this Program, each participant agrees: (i) to be bound by these Terms & Conditions; (ii) to waive any rights to claim ambiguity with respect to these Terms & Conditions; (iii) TO WAIVE ALL OF HIS/HER RIGHTS TO BRING ANY CLAIM, ACTION OR PROCEEDING AGAINST ANY EMPLOYEES, DIRECTORS, OFFICERS AND AGENTS OF SPONSOR, THE INDEPENDENT THIRD-PARTY PROGRAM ADMINISTRATOR ("ADMINISTRATOR"), AND EACH OF THEIR RESPECTIVE PARENT COMPANIES, DIVISIONS, DEALERS, AFFILIATES, SUBSIDIARIES, DISTRIBUTORS, ADVERTISING AND PROMOTIONAL AGENCIES AND SUPPLIERS INVOLVED IN THE

PROGRAM AND EACH OF THEIR RESPECTIVE AFFILIATES, SUBSIDIARIES, REPRESENTATIVES, CONSULTANTS, CONTRACTORS, LEGAL COUNSEL, ADVERTISING, PUBLIC RELATIONS, PROMOTIONAL, FULFILLMENT AND MARKETING AGENCIES, WEBSITE PROVIDERS AND EACH THEIR RESPECTIVE OFFICERS, DIRECTORS, STOCKHOLDERS, EMPLOYEES, REPRESENTATIVES, DESIGNEES AND AGENTS (THE "RELEASED PARTIES") IN CONNECTION WITH THE PROGRAM; AND (IV) TO FOREVER AND IRREVOCABLY AGREE TO RELEASE AND HOLD HARMLESS EACH OF THE RELEASED PARTIES FROM ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, CAUSES OF ACTION, PROCEEDINGS, DEMANDS, FINES, PENALTIES, LIABILITY, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) THAT MAY ARISE IN CONNECTION WITH: (A) THE PROGRAM, INCLUDING, BUT NOT LIMITED TO, ANY PROGRAM-RELATED ACTIVITY OR ELEMENT THEREOF, AND A PARTICIPANT'S PARTICIPATION OR INABILITY TO PARTICIPATE IN THE PROGRAM; (B) THE VIOLATION OF ANY THIRD-PARTY PRIVACY, PERSONAL, PUBLICITY OR PROPRIETARY RIGHTS; (C) HUMAN ERROR; (D) ANY WRONGFUL, NEGLIGENT, OR UNAUTHORIZED ACT OR OMISSION ON THE PART OF ANY OF THE RELEASED PARTIES; OR (E) THE NEGLIGENCE OR WILLFUL MISCONDUCT BY PARTICIPANT.

Sponsor reserves the right, at its sole and absolute discretion, to abbreviate, cancel, terminate, modify or suspend the Program and/or proceed with the Program. If Sponsor, in its discretion, elects to alter this Program, a notice may be posted at [UnleashJoyWithTitos.com](http://UnleashJoyWithTitos.com).

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS PROGRAM IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

- 5. DISPUTES: THIS PROGRAM IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN TRAVIS COUNTY, TEXAS. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JAMS IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN TEXAS. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN TRAVIS COUNTY, TEXAS. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. PARTICIPANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY PARTICIPANT AND/OR RELEASED PARTIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR OF THE TIME THE CAUSE OF ACTION OCCURRED, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.**

6. **PRIVACY AND PUBLICITY RIGHTS:** By participating in the Program, each participant agrees Sponsor shall collect and process their information in accordance with Sponsor's Privacy Policy. Sponsor's Privacy Policy is available at [www.titosvodka.com/privacy](http://www.titosvodka.com/privacy).
7. **GENERAL:** This Program is subject to all federal, state and local laws and regulations. Any attempted form of participation in this Program other than as described herein is void. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS PROGRAM IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** If any provision of these Terms & Conditions or any word, phrase, clause, sentence or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Terms & Conditions valid and enforceable. The invalidity or unenforceability of any provision of these Terms & Conditions will not affect the validity or enforceability of any other provision. Sponsor's failure to enforce any term of these Terms & Conditions shall not constitute a waiver of that provision and such provision shall remain in full force and effect. In the event of any conflict with any Program details contained in these Terms & Conditions and the Program details contained in any promotional materials (including, but not limited to, point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Program as set forth in these Terms & Conditions shall prevail.

**Sponsor:** Fifth Generation, Inc. ("Sponsor"), 1406 Smith Road, Suite C, Austin TX, 78721