

TITO'S HANDMADE VODKA ULTIMATE FAN EXPERIENCE SWEEPSTAKES

In return for the opportunity to participate in the Tito's Handmade Vodka Ultimate Fan Experience Sweepstakes described herein (the "Sweepstakes"), Rocket Ball, Ltd. (the "Houston Rockets") and Fifth Generation, Inc. ("Sponsor") require your agreement to comply with and be bound by the terms and conditions set forth below (the "Official Rules").

OFFICIAL RULES

1. **PERIOD.** The Sweepstakes will begin on February 22, 2019, and end on March 22, 2019 (the "Sweepstakes Period").
2. **ELIGIBILITY. NO PURCHASE NECESSARY TO ENTER OR WIN.** Only legal residents of the United States who are twenty-one (21) years of age or older as of February 22, 2019, are eligible to participate in this Sweepstakes, provided they live within the state of Texas or one hundred fifty (150) miles of the Houston, TX city limits, excluding residents within seventy-five (75) miles of either the Dallas, TX or San Antonio, TX city limits. Employees and immediate family members (spouses, parents, siblings and children) of employees of the Houston Rockets, Sponsor, the National Basketball Association (the "NBA") and its member teams, NBA Properties, Inc., and each of their respective parents, subsidiaries, affiliates, directors, officers, partners, governors, employees, and agents are not eligible to enter. The Sweepstakes is void wherever prohibited or restricted by law.
3. **ENTRIES. LIMIT OF ONE (1) ENTRY PER PERSON.** To enter the Sweepstakes, Entrant must properly fill out and submit an official on-line entry form available on www.rockets.com/titos during the Sweepstakes Period (each such entry, an "Entry"):

Limit of one (1) Entry per person. Entries must be received during the Sweepstakes Period to be eligible. Any Entry received thereafter and/or not properly submitted will not be eligible to participate in the Sweepstakes. A person who timely submits a properly completed Entry in accordance with the procedures herein is considered an "Entrant." **By submitting a properly completed Entry, each Entrant acknowledges that he has read, understands and agrees to be bound by these Official Rules.**

4. **SELECTION OF WINNER.** One (1) winner (the "Winner") will be selected in a random drawing conducted by Sponsor from among all eligible Entries received during the Sweepstakes Period. The Winner will be notified on or about March 25, 2019. By participating, each Entrant agrees to these rules and the decisions of the Houston Rockets and/or Sponsor, which shall be final and legally binding in all matters relating to this Sweepstakes. The Houston Rockets and Sponsor reserve the right to conduct a background check of each Entrant and to disqualify any Entrant, effective upon written notice, if such Entrant commits, or has at any time committed, any act or becomes involved in, or has at any time been involved in, any situation or occurrence which act, situation or occurrence tends in the sole opinion of the Houston Rockets to subject Entrant, the Houston Rockets and/or Sponsor to any ridicule, contempt or scandal or which, in the sole opinion of the Houston Rockets, reflects unfavorably upon the Houston Rockets and/or Sponsor. **If any potential Winner cannot be contacted after the first attempt, declines the Prize, or fails to pick up the Prize within two (2) days of being notified that he is the Winner, then such Winner will forfeit the right to be the Winner, and Sponsor may select a replacement Winner from among all remaining eligible entries.**
5. **PRIZE DESCRIPTION; ODDS.** The Winner will receive: (i) two (2) lower-level tickets to the Houston Rockets vs. Denver Nuggets game at Toyota Center in Houston, Texas, on March 28, 2019 (the "Rockets Game"); (ii) dinner for two (2) in the Sterling Vineyards Red & White Wine Bistro at Toyota Center prior to the Rockets Game; (iii) a post-game VIP experience for two (2) following the Rockets Game; and (iv) a prize pack containing Rockets and Tito's Handmade Vodka branded merchandise (approximate retail value: \$500) (collectively, the "Prize"). All aspects of the Prize, including but not limited to the selection of the seat locations and all aspects of the pre- and post-game activities (such as location, timing and duration) shall be determined by the Houston Rockets and Sponsor in their sole discretion, and any tickets shall be subject to all NBA rules, regulations, guidelines, policies and restrictions and to the same rules and regulations as regularly sold tickets. The odds of winning will depend on the number of eligible Entries received. Winner may not sell, assign, transfer or substitute the Prize (or any portion of the Prize) or redeem the Prize (or any portion of the Prize) for cash value. Winner will be responsible for any federal, state and local taxes associated with the Prize and for any expenses associated with the Prize. Winner may be required to sign, at the request of and in the sole discretion of the Houston Rockets or Sponsor, a Release, an Affidavit of Eligibility and/or a Prize Acceptance Form in order to receive the Prize. The Houston Rockets and Sponsor reserve the right to substitute the Prize with any prize of greater or equal value.
6. **LIMITATIONS ON LIABILITY.** Neither the Houston Rockets nor Sponsor shall be responsible for Entries that are incomplete, improperly submitted, illegible, stolen, misdirected, lost, late or damaged. All Entries become the property of the Houston Rockets and Sponsor and will not be acknowledged or returned. **By entering, each Entrant agrees to HOLD HARMLESS AND INDEMNIFY the Houston Rockets, Sponsor, the NBA and its member teams, NBA Properties, Inc., and each of their respective partners, parents, subsidiaries, affiliates, directors, officers, governors, employees, and agents (the "Released Parties") from any and all liability, damages, claims and causes of action (however named or described) with respect to or arising out of (a) Entrant's participation in this Sweepstakes, (b) Entrant's Entry or any registration material on any related website, (c) any typographical or other error in these Official Rules or (d) the receipt and/or use of**

the Prize (or any portion of the Prize) or any replacement prize that may be awarded herein, including any travel associated with the Prize.

7. **CONSENT OF USE.** Each Entrant hereby agrees and consents, without further authorization, compensation or remuneration of any kind, to the editing, modification, replication, publication and/or other use of the names, likenesses, photographs, voices, Entries and the like of each Entrant in any medium, whether now known or hereafter developed, including without limitation, the Houston Rockets website and in any and all advertising, promotions, and other publicity conducted by Sponsor, the Houston Rockets, and/or the NBA and its member teams, NBA Properties, Inc., and each of their respective partners, parents, subsidiaries, affiliates, directors, officers, owners, governors, employees, and agents, except where prohibited by law. Notwithstanding the generality of the foregoing, each Entrant further assigns any and all rights he or she may have over his or her Entry to the Houston Rockets and Sponsor without further authorization, compensation or remuneration of any kind.
8. **RULES.** All decisions as to these Official Rules and interpretations thereof are exclusively within the sole discretion of the Houston Rockets and Sponsor and may be changed from time to time without notice. The Houston Rockets and Sponsor reserve the right to cancel or modify the Sweepstakes at any time without notice.
9. **DISPUTES.** This Sweepstakes shall be governed by and construed in accordance with the laws of the State of Texas, without regard to principles of conflicts of laws. **EACH ENTRANT HEREBY WAIVES ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THOSE COURTS AND SUBMITS TO THE JURISDICTION OF THOSE COURTS.** Each Entrant agrees that any controversy, dispute or claim arising out of, relating to or connected with the Sweepstakes shall be resolved individually, without resort to any form of class action, and exclusively by arbitration, which will be conducted in Houston, Texas in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“AAA”), and any judgment on the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The arbitrator shall be selected by mutual agreement of the parties, if possible, and shall be a resident of Houston, Texas. If the parties fail to reach agreement upon the appointment of an arbitrator within thirty (30) days following receipt by one party of the other party’s notice of desire to arbitrate, the arbitrator shall be selected from a list or lists of persons submitted by the AAA. The selection process shall be that which is set forth in the AAA Commercial Arbitration Rules then prevailing, except that if the parties fail to select an arbitrator from one or more lists, AAA shall not have the power to make an appointment but shall continue to submit additional lists until an arbitrator has been selected. Under no circumstances will Entrant be permitted to obtain any punitive, incidental, special, consequential and/or other damages, including without limitation lost profits (collectively, “Special Damages”) to an Entrant; and Entrant hereby waives all rights to claim Special Damages and all rights to have such damages multiplied or increased.
10. **FORCE MAJEURE.** Neither the Houston Rockets nor Sponsor shall be responsible for the failure or interruption of any website or webpage mentioned herein, www.rockets.com, or of the cancellation or postponement of a Houston Rockets game or any drawing for any reason including, but not limited to, equipment failure or malfunction, electrical service interruption, or any act of God. In addition, in the event that the Houston Rockets or Sponsor is prevented from continuing with the Sweepstakes by any event beyond its control, including, but not limited to, fire, flood, hurricane, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Sweepstakes by any party, or any federal state or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within the Houston Rockets’ or Sponsor’s control, the Houston Rockets or Sponsor shall have the right to modify, suspend or terminate the Sweepstakes.
11. **WINNER LIST.** To receive written confirmation of the Winner, mail a self-addressed, stamped envelope to: Tito’s Handmade Vodka Ultimate Fan Experience Sweepstakes, 1510 Polk Street, Houston, TX 77002, Attn: Taryn Smith. Requests must be received by June 30, 2019.