

VLVG Policy

Policy Title:	Contractor Expense Reimbursement Policy		
Division:	All	Department:	All
Date Created:	February 2022/ Updated June 2024	Approved by:	Yuliya Aleinikava, Senior Vice President of Finance
Date Approved:	January 2022/Update June 2024	Next Review Date:	December 2025

POLICY

1. POLICY STATEMENT

Venetian Las Vegas Gaming LLC and its subsidiaries and affiliates, including Expo and Convention Center LLC (collectively “VLVG” or the “Company”), are committed to complying with all laws and regulations in all jurisdictions in which we conduct business. The purpose of this Policy is to give guidance on expense reimbursement to all Contractors who travel on Company business and/or incur business-related expenses. Any violations of this Policy may result in the Contractor not being reimbursed by the Company.

2. SCOPE

This Policy applies to all consultants, contractors, temporary labor, independent casino representatives, and any other independent contractors (herein referred to as “Contractors”) performing approved services for the Company.

3. DEFINITIONS

- A. US\$:** All references to US Dollar (“US\$”) amounts in this Policy should be read and understood as referring to the equivalent amounts in the local currency.
- B. Executive Approver:** Senior Vice President of Finance or their delegate.

4. APPLICATION AND RESPONSIBILITIES

- A. General Rule:** The Company will reimburse Contractors for expenses directly related to Company business and business travel in accordance with the guidelines set forth in this Policy. If the travel is not approved by the Company, the reimbursement will be denied.
- B. All Executives, Vice Presidents, and Directors** are responsible for disseminating this Policy and related SOPs to Contractors that they engage in contracted work.
- C. Any travel and/or business expenses** already included and/or provided for in a contract with the Company (e.g. a fixed fee contract) should **not** be submitted to the Company separately and will not be reimbursed.
- D. Contractors** are responsible for obtaining approval from the Company before booking any travel. The Department VP responsible for engaging the Contractor should review the request to ensure it is aligned with this Policy and email approval to the Contractor.
- E. Department VP** is responsible for reviewing the reimbursement invoice(s) submitted by the Contractor to ensure the expenses are for approved travel, amounts are reasonable, in accordance with this Policy and adequate documentation is submitted to support expense (as requested).

5. REQUIREMENTS OF THE POLICY

Contractors must maintain itemized receipts or other relevant documentation to support the charges of \$75 or more. All expenses submitted (invoiced) for reimbursement must be for a business purpose. Additional information may be required to support the expense as documented in the Policy. All supporting documentation (e.g. attendees, business

purpose, and business discussion) must be **legible** and in English. For vendors that do not provide English documentation, a translation must be provided.

A. Travel Reimbursement

- i. Contractors is responsible for booking all air travel, hotel reservations, and car rentals. Contractors must submit their invoices for payment and once approved by the department who engaged the Contractors, the invoice will be paid. If a request is made to provide receipts and other supporting documentation to evidence the charge and none is provided by the Contractors, this will be considered a violation of this Policy and may result in a reduction in the reimbursable amount. When submitting the invoice for reimbursement, Contractors must also include receipt for the airfare and hotel charges.

B. Air Travel

All air travel must follow the following policy.

- i. Coach class for all Contractors on all flights, unless they are pre-approved by the Vice President of the department responsible for approving the Contractor's work.
- ii. Air travel will be via the most direct and economical means. Any deviation will require the approval of the department Vice President
- iii. Changes to itinerary: A voluntary change in flight is permitted if required for business purposes or if the increase in airfare is offset by the savings in reduced hotel, food, rental car, and other costs. The itinerary and cost of the original business trip must be documented and submitted with the itinerary and cost of the revised trip. All flight cancellations must be made prior to the flight departure to avoid loss of ticket value. Failure to do so may result in the Contractor incurring the cost of the lost ticket value
- iv. Upgrades: The Company will not reimburse for upgrades. Purchasing full coach fares that allow upgrade opportunities are not allowed if a lower fare is available. Travelers may upgrade at their own personal expense. A Contractor can upgrade by using their existing frequent flier miles, if the airline permits it and there is availability. A charge incurred to change seats (for example - from middle seat to aisle/window seat) is not considered an upgrade.
- v. Combining personal and Business travels: If a Contractor wishes to combine personal travel with business travel, the Contractor is responsible for all personal and incremental travel costs, as well as all expenses associated with any companion travelers.

C. Hotel/Lodging Accommodations

Contractors are required to book their own hotel reservations except when staying at the Company's resort. If staying at the Company's resort, the department who engaged the Contractor is responsible for notifying the hotel and booking the hotel room for the Contractor. Whenever possible, the Contractor will be booked into a standard room at the Company hotel. Otherwise, a standard room at a comparable hotel should be booked. Additional fees for upgrades will not be reimbursed.

- i. The itemized hotel folio must be submitted with the invoice to be reimbursed, including hotel folios paid for using the comp procedures at Company-owned hotels. Itemized, detailed receipts for all room charges greater than \$75 on hotel folios (including comped folios) must be maintained and submitted to the Company if requested. The Company will reimburse the following as it relates to hotel and lodging charges on the folio and other incidentals:
 - Daily room rate, hotel taxes, and mandatory resort fees
 - On-site parking at the hotel
 - Mini-bar snacks/water (within reason)

- In-room Wi-Fi or internet access
 - Baggage handling tip (within reason)
 - Housekeeping tip (within reason)
 - Spa/fitness center fee (access only, no services)
 - Meals at the hotel, including room service (see “Meals” section below)
 - Laundry/dry cleaning only if traveling 6 days or more
- ii. The Company will not reimburse the following items:
- Room upgrade fees
 - Spa and salon services
 - In-room movies, DVD or CD rentals
 - Retail items, including sundries and periodicals
 - Late checkout fees
 - No-show/cancellation fees
 - Wi-Fi access during air travel
 - Purchase of phone charger, international charger, or phone cover

D. Transportation and Parking

Contractors are expected to use the most cost-effective form of transportation available, including taxis, shuttles, rental cars, personal vehicles, rideshares, and Company-owned vehicles. Transportation to/from the airport and to/from the location where business is conducted is reimbursable. Transportation to/from any meals or any personal excursions will not be reimbursed.

- i. Rental Car Transportation - Rental cars charges must adhere to the following:
- a) Reimbursable costs include the daily rental fee, mileage fee (if charged by the rental company), tolls, gasoline consumed, and all associated taxes. If necessary..
 - b) Non-reimbursable costs include, but are not limited to: rental of a GPS system, parking fines, moving violations, and any damage. Cars must be refueled by the Contractor prior to returning the vehicle to avoid a premium gas refueling charge. Any charges assessed by the rental agency for refueling will NOT be reimbursed.
 - c) On domestic car rentals, insurance should be purchased unless the contractor is already covered by their company’s insurance policy. On international car rentals, Contractors should obtain insurance as required by local laws. Please check with the rental car company to ensure there is an appropriate amount of insurance on the vehicle.
- ii. Personal Car Transportation - Contractors may use a personal car for business purposes if it is the least expensive mode of transportation or saves significant time.
- a) Reimbursable expenses include but are not limited to: Mileage (at the current IRS standard mileage rate for business miles), tolls, and parking fees. Non-reimbursable expenses include, but are not limited to: gasoline, vehicle repairs and maintenance, personal auto insurance, towing, parking fines, and moving violations.
 - b) Business usage includes approved business travel and transporting Company property. Independent casino representatives will also be reimbursed for the mileage incurred by entertaining casino patrons.
- iii. Car Service - The use of an outside car or limousine service by Contractors is prohibited, unless approved in advance by the department Vice President.

- iv. Other Transportation - The Company will reimburse for the cost of taxis, ferries, buses, trams, trains, or airport shuttles including a reasonable gratuity only in countries where it is customary (up to 20%) for travel associated with business activities.
- v. Parking - Contractors should take a taxi, rideshare service, or shuttle to/from the airport as opposed to parking their personal vehicle in the long-term parking, unless it is more costly to do so.
 - a) Any self-parking fees assessed by a hotel while traveling are reimbursable.
 - b) Valet parking will NOT be reimbursed unless there is no self-parking option available.

E. Contractor Responsibility – Meals, Entertainment, and Gifts

i. Contractor Responsibility Generally

In general, contractors will not be reimbursed for any meals, entertainment, or gifts they provide to a third-party. If contemplated, all such expenditures must be pre-approved in writing by a Vice President or above from the department managing the Contractor. However, independent casino representatives may be reimbursed for entertainment or gifts provided only to the Company’s existing casino patrons (consistent with the Company’s **Complimentary Policy** and the **Anti-Corruption Policy (“ACP”)**).

- The casino patron’s name and player account number must be provided along with a detailed itemized receipt.

When providing anything of value (i.e. meals, entertainment, and gifts) to a third-party, Contractors and the Vice President (or above) approving the expenditure are expected to have sufficient knowledge of the third-party to ensure compliance with the Company’s **ACP, Third Party Travel, Gifts and Entertainment Policy, Code of Business Conduct and Ethics**, and **“Office of Foreign Assets Control” (“OFAC”) policies**. As such, it is the responsibility of the Contractor to conduct appropriate inquiry regarding the third-party and consult the Compliance Department to assist with screening, if appropriate, prior to engaging in business dealings.

Pre-approval is required by the Chief Compliance Officer prior to a Contractor providing anything of value directly or indirectly to a Government Official or Relative or Close Associate (“RCA”) of a Government Official. It is particularly important for Contractors to adhere to the **ACP, ACP SOP**, and its **Record-Keeping provisions** when providing anything of value to any Government Official and record the name and position of the official as well as purpose of the benefit provided.

Contractors are required to maintain complete and accurate records of expenditures made in connection with business conducted with and on behalf of the Company. Contractors must adhere to the Terms and Conditions of their contract/purchase agreement, and before providing anything of value to a third-party on behalf of the Company, obtain written pre-approval from the Company.

ii. Meals

Meals incurred while traveling will be reimbursable under the following conditions..

- a) Meal reimbursements will be subject to daily limits, per the table below. Note that the rates for first and last day of travel are reduced by 25%.

Meal Reimbursement Limits		
Location	Daily Maximum Limit	First Day/Last Day Maximum Limit
Las Vegas, NV	US\$69	US\$49

- b) Tips on meals should be appropriate for the level of service received and will be reimbursed up to 20% (after taxes). A tip on a meal should be included in the total cost of the meal.

- c) Contractors will not be reimbursed for meals with Team Members. If a group meal is considered necessary by the Company representative, the most senior Team Member of the Company present will comp the meal or pay for the meal and submit an Expense Report with the appropriate documentation and all guest names.
- d) Contractors will not be reimbursed for alcohol purchased or consumed unless pre-approved by Senior Vice President of Finance.

iii. Entertainment

- a) Entertainment activities are generally not reimbursable except as noted in Section 5(E)(1). Entertainment activities include any entertainment, amusement, or recreation activity such as night clubs, concerts, theaters, sporting events and golf.
- b) Provision of any type of adult entertainment is strictly prohibited and should not be provided by any Contractor or independent casino representative and will not be reimbursed. Company funds may not be expended directly or indirectly for companionship, and neither Contractors nor independent casino representatives may expend their own funds on behalf of third parties for companionship.

iv. **Gifts:** Gifts to Government Officials are strictly prohibited for all Contractors.

F. Non-reimbursable Items

In addition to the non-reimbursable items mentioned earlier in this Policy, additional non-reimbursable items include, but are not limited to, the following:

- i. Donations or contributions (charitable and/or political)
- ii. Lost or delayed luggage
- iii. Air, hotel, or car rental upgrades
- iv. Cancellation fees and no-show fees
- v. Items for personal use
- vi. Medical fees
- vii. Obtaining a passport
- viii. Taxi fares not associated with business meetings (e.g. to local restaurants or entertainment off property)
- ix. Any item without sufficient business purpose or supporting documentation

G. Reimbursement

Contractors must submit an invoice with supporting documentation within 30 days from when the expenses were incurred. The invoice and supporting documentation will be reviewed by the Department Vice President. The Company shall, in its sole discretion, determine the reasonableness of any expenses.

RMA invoices will be submitted to lv_ap_rma_reimbursements@venetianlasvegas.com.

Invoices that do not comply with the prescribed policies and procedures will be returned to the Contractor to be corrected and re-submitted or may be denied in its entirety.

6. POLICY EXCEPTIONS

Exceptions to this Policy require the written approval of the Property Executive Approver, using the **Travel Exception Request Form** (see Appendix A). No exceptions to section 5(E)(iii)(b), 5(E)(iv), or 5(F)(ii) are permitted under any circumstances. Restaurant Management Agreement (“RMA”) Contractor’s should send the Travel Exception Request Form to andrew.peluso@venetianlasvegas.com. Failing to obtain approval may result in denial of the reimbursement.

7. OWNERSHIP

This Policy is owned by Finance.

RESOURCES, FORMS, AND SUPPLEMENTAL INFORMATION

REFERENCES

Policies/SOPs:

Anti-Corruption Policy (ACP)
ACP Standard Operating Procedure (ACP SOP)
Code of Business Conduct and Ethics
Third Party Travel, Gifts and Entertainment Policy
Office of Foreign Assets Control (“OFAC”)
Complimentary Policy

Forms:

APPENDIX A – Travel Exception Request Form

**APPENDIX A
VLVG
TRAVEL EXCEPTION REQUEST**

**Requesting Team
Member/Department**

Team Member Number

**Company Name/
Traveler Name**

Date of Request

Date of Travel	Exception Description & Cost Difference	Reason for Exception

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Printed Name – Requesting TM

Signature

Date

REQUIRED APPROVALS:

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Printed Name – SVP/EVP

Signature

Date

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Printed Name - Executive Approver

Signature

Date