

SCL Policy

Policy Title:	Contractor Expense Reimbursement Policy		
Division:	All	Department:	All
Date Created:	June 2017	Created by:	Corporate Finance
Date Approved:	June 6, 2017	Approved by:	Patrick Dumont

GLOBAL POLICY

Purpose

Sands China Ltd. will reimburse Contractors for expenses directly related to Sands China Ltd. ("SCL") business and business travel according to the guidelines set forth in this policy.

Any travel and/or business expenses already included and/or provided for in a contract with the Company, such as a fixed fee contract, should not be submitted to the Company separately and will not be reimbursed.

Policy

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 SCL.

The purpose of these policies and guidelines is to ensure that all Contractors who travel on Company business and/or incur business-related expenses are aware of the travel policies that are to be followed. Any violations of this policy may result in the Contractor not being reimbursed by the Company.

In general, all expenses must be supported by a receipt and 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 or business discussion, etc.) must be legible.

Exceptions to this policy require the written approval of the corresponding Property President. No exceptions to section 5C, 5D or 8A are permitted under any circumstances.

1. Travel Requests

- a. Contractors are required to use CotaiTravel ("CT") to book all air travel, hotel reservations and car rentals, except when business demands or extenuating circumstances prevent it. Any bookings NOT made by CT, other than noted above, may be considered a violation of this policy and may result in a reduction in the reimbursable amount.

CotaiTravel

Location: Shop 1028 at the Venetian
Hours of operation: Daily, 9:00 – 21:00
Telephone: Extension 82930 / 82935 / 82940 / 82943
Primary Contacts: cstl_tmtravel@sands.com.mo

- b. A Travel Request form must be completed and forwarded to CT as soon as possible. The itinerary will be returned to the Contractor or travel arranger with estimated costs. The Contractor must submit the Travel Request with estimated costs to the SCL Department Vice President responsible for approving the Contractor's work. CT will then book and ticket the travel upon receiving the appropriate signatures. If CT is not utilized, the

business reason must be provided to justify the exception and the Property President must approve the travel expense.

- c. The Contractor is responsible for supplying a list of primary employees from their company who shall receive booking accommodations through CT. This list should be supplied to the Company at the time of contracting. Any updates to the list must be forwarded to CT and the SCL Department Vice President, which is responsible for approving the legitimacy of the updated list.
- d. Please refer to [APPENDIX B - Travel Request Form](#) and [APPENDIX C - Travel Request Form Procedures](#).

2. Air Travel

All air travel will be ticketed by CT and charged on the corporate account, except as noted in Section 1.

- a. Coach class will be booked for all Contractors on all flights, unless they are pre-approved by the SCL Head of Finance.
- b. Air travel will be via the most direct and economical means.
- c. 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.
- d. 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. Such upgrades must be charged to their personal credit card and not to a Company-issued credit card. Also, a Contractor can upgrade by using their existing frequent flier miles, if the airline permits it and there is availability.
- e. 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.

3. Hotel/Lodging Accommodations

Contractors are required to book all hotel reservations through CT, except as noted in Section 1. A personal credit card is required at the time of booking with CT to secure a hotel reservation unless it is direct-billed by CT. Whenever possible, the Contractor will be booked into a standard room at a Company-owned hotel. Otherwise, a standard room at a comparable hotel will be booked for Contractors. Additional fees for upgrades will not be reimbursed.

- a. The itemized hotel folio is required to be submitted with the invoice to be reimbursed, including hotel folios paid for using the comp procedures at Company-owned hotels. 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 for detailed information*)
- Laundry/dry cleaning only if traveling 6 days or more

b. 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
- Wifi access during air travel

c. Travel from Macau to HK – Hotel stay in Hong Kong should be kept to a minimum unless the business contact is scheduled to late evening and followed by an early meeting the next day in Hong Kong.

4. Transportation and Parking

Contractors are expected to use the most cost effective form of transportation available including taxis, shuttles, rental cars, personal vehicles, 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.

a. Rental Car Transportation – Rental cars must be reserved through CT, except as noted in Section 1. An intermediate car will be reserved. Car rentals are not allowed in Singapore.

- Reimbursable costs include the daily rental fee, mileage fee (if charged by the rental company) tolls, gasoline consumed, and all associated taxes. If necessary, a GPS system may be rented.
- On car rentals in U.S., 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.
- Non-reimbursable costs include, but are not limited to: parking fines, moving violations, damages, etc. 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.

b. 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.

- Contractors may be reimbursed for actual fuel consumption. In addition, tolls and parking fees are reimbursable. Non-reimbursable expenses include, but are not limited to: gasoline, vehicle repairs and maintenance, personal auto insurance, towing, parking fines and moving violations.
- Business usage includes approved business travel and transporting Company property. Independent casino representatives will also be reimbursed the mileage incurred by entertaining casino patrons.

c. Car Service – The use of an outside car or limousine service by Contractors is prohibited, unless approved in advance by Property President.

- d. Other Transportation – The Company will reimburse for the cost of taxis, ferries, buses, trams, trains, or airport shuttles including a reasonable gratuity (up to 20%) for travel associated with business activities. Gratuities are not expected in Singapore so are not reimbursable.
- e. Parking – Contractors should take a taxi, ride/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.
 - Any self-parking fees assessed by a hotel while traveling are reimbursable.
 - Valet parking will NOT be reimbursed unless there is no self-parking offered.

5. Contractor Responsibility – Meals, Entertainment and Gifts

In general, contractors will not be reimbursed for any meals they provide to a third-party, entertainment or gifts. 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 to the Company's existing casino patrons only (consistent with the Company's Complimentary Policy and the Anti-Corruption Policy ("ACP")).

- a. Entertainment activities include any entertainment, amusement or recreation activity such as night clubs, concerts, theaters, sporting events and golf.
- b. The casino patron's name and player account number must be provided along with a detailed receipt of the items purchased.
- c. Gifts to Government Officials are strictly prohibited for all Contractors.
- d. 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.

When providing anything of value to a third-party such as meals, entertainment and gifts, 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, 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 to include consultation with the Compliance Department to assist with screening, if appropriate, prior to engaging in business dealings.

Pre-approval from the Chief Compliance Officer is required prior to a Contractor providing anything of value directly or indirectly to a government official, an immediate family member of such person or an individual who is an agent or representative of such an official. It is particularly important when providing anything of value to any government official, for Contractors to adhere to the ACP, ACP SOP and its Record-Keeping provisions setting forth 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.

6. Meals

Meals incurred while traveling will be reimbursable under the following conditions, and with the appropriate supporting documentation. In addition to the receipt with the total meal cost, an **itemized** receipt (detailing all items consumed and the number of guests in the party) must be attached for all meals, including meals charged to the hotel room folio.

- 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	\$64	\$48
Bethlehem, PA	\$59	\$44
Macau	\$120	\$90
Singapore	\$129	\$97
Japan - Osaka	\$147	\$110
Japan - Tokyo	\$219	\$164
All other US locations	\$51	\$38

- 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. When traveling to Macau or Singapore, no tip should be added to the bill as those countries include an adequate service charge on all meals.
- 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 SCL 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 they are on the pre-approved list maintained by the SCL Head of Finance.

7. Inter-property Travel

- a. Inter-property travel requires the advance approval of both the Contractor's Vice President that is overseeing their work and the appropriate Vice President at the destination property. Complete the Travel Request Form with all of the required signatures and forward to CT.
- b. Contractors are required to stay at Company-owned properties whenever possible. The Contractor will be booked into the hotel with the lowest rate and the hotel room will be 'comped' at the destination property. There will be no inter-property billing for the room (charges will remain at the destination property).
- c. Airfare expenses will remain at the Contractor's home property unless they need to be charged to a major project.
- d. Food, beverage and all other incidentals should be submitted for reimbursement via an invoice, along with the hours worked while on assignment, to the Contractor's home property and such charges will remain at the home property (no inter-property billing). The Contractor must also provide the comp room folio with the trip invoice.

- e. Blackout dates for each location will be posted annually by the end of the third quarter by LVSC Corporate. Any travel to these regionals during the blackout dates should be avoided if possible. Approval of the destination/hosting property's President will be required in advance and the travel may be required to stay at a comparable hotel nearby.
- f. For requested travel outside of the posted blackout dates, the destination property will make every effort to secure a room during the requested nights. However, if the hotel is completely sold out, the destination property will inform CT immediately and provide alternate dates for the traveler. If the business trip is still deemed operationally necessary for the original nights requested, CT will book a room at a comparable hotel nearby, with the advanced approval of the Sr. Vice President (or above) that is responsible for the Contractor.
- g. Per the International Business Traveler Policy, "for stays over one (1) month, furnished apartments (corporate housing) may be arranged and paid for by the Company and/or host country HR may coordinate housing accommodations in accordance with local practices. Furnished apartments typically contain: linens (bed, kitchen and bath), kitchen equipment, microwave, cable TV and telephone. Any damage to the apartments or unreasonable costs will be the responsibility of the business traveler."

8. Non-reimbursable Items

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

- a. Donations or contributions (charitable and/or political)
- b. Lost or delayed luggage
- c. Air, hotel or car rental upgrades
- d. Cancellation fees and no-show fees
- e. Items for personal use
- f. Medical fees
- g. Obtaining a passport
- h. Taxi fares not associated with business meetings such as to local restaurants or entertainment off property
- i. Any item without sufficient business purpose or supporting documentation

9. Reimbursement

Contractors must submit an invoice with supporting documentation within 60 days from when the expenses were incurred. The invoice and supporting documentation will be reviewed by the SCL Department Vice President. SCL shall, in its sole discretion, determine the reasonableness of any expenses.

- 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.

All Executives, Vice Presidents and Directors are responsible for disseminating these policies and procedures to Contractors that they engage in contracted work.