



"The Ultimate Italian Getaway Sweepstakes"

The Ultimate Italian Getaway Sweepstakes ("Sweepstakes") is intended for viewing in the United States only (including its territories, possessions, and commonwealths, except Puerto Rico), excluding the states of Florida and New York and will be construed and evaluated according to United States laws. Do not proceed in this site if you are a resident of either Florida or New York. Further, do not proceed in this site if you are not a legal U.S. resident, 21 years or older, and accessing this site in the United States, its territories, possessions, or commonwealths (except Puerto Rico).

NO PURCHASE OR ONLINE ACCESS NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED. VOID IN FLORIDA AND NEW YORK.

1. Introduction

Venetian Casino Resort, LLC, 3325 Las Vegas Blvd S., Las Vegas, NV 89109 dba Palazzo Resort Hotel Casino ("PALAZZO") is offering a Sweepstakes to promote its hotel email offers and its email newsletters.

2. How to Play

Participants are entered in the Sweepstakes by registering through PalazzoLasVegas.com or through on-property kiosks. Registrants will have the ability to "opt-out" and not receive promotional email offers from PALAZZO at time of registration. Registrants also may opt-out at any time by removing their entry via the web site at <http://www.palazzolasvegas.com/apps/unsubscribe/> Registrant's information is subject to Palazzo's Privacy Policy, a copy of which is available at: <http://www.palazzolasvegas.com/privacy.aspx>

No purchase or entry fee is required. The Sweepstakes will be posted on www.PalazzoLasVegas.com, a web site owned and controlled by PALAZZO starting at 12:00 noon (PT) October 1, 2008 and ending at 12:00 noon (PT) April 1, 2009. Participants must fill out the required fields on the Sweepstakes entry form to be entered into a random drawing (collectively "Eligible Entries"). There will be one (1) grand prize winner (the "Grand Prize Winner") selected from all of the Eligible Entries received. Participants must complete all required data requested on the entry form. Incomplete or inaccurate entry forms are void. First or last name initials are not permitted. Multiple entries of the same email address are not permitted. Limit 3 entries of separate email addresses per person. If an entrant uses multiple e-mail addresses to submit more than one entry, only the first 3 entries for that entrant will count. By entering, participants acknowledge compliance with these official rules including all eligibility requirements. Use of automated devices to enter the Sweepstakes is prohibited. PALAZZO, its partners in this Sweepstakes including promotion, fulfillment, and advertising agencies are not responsible for any problems or technical malfunctions of any telephone network or lines, computer on-line systems, servers or providers, computer equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet or at any web site or combination thereof, including injury or damage to participants or to any other person's computer related to or resulting from participating or downloading materials in this Sweepstakes. If, for any reason, the Sweepstakes is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of PALAZZO which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes or for any reason PALAZZO deems it necessary, PALAZZO reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes. Should the Sweepstakes be terminated prior to the stated expiration is not responsible for lost, late,

incomplete, invalid, illegible, or misdirected entries, which will be disqualified; for failed, partial or garbled computer transmissions; for technical failures of any kind, including, but not limited to electronic malfunctioning of any network, hardware or software; or for any error, human, technical or otherwise.

3. How to Win

The Grand Prize Winner will be chosen from among all of the Eligible Entries received, by a random electronic drawing on or around April 2, 2009. The Grand Prize Winner will be contacted by e-mail and telephone. Five (5) alternate winners will also be randomly selected from the remaining Eligible Entries. If the winners are unreachable within seven (7) days, the first alternate winner will be notified via email, and given seven (7) days to respond. The process is repeated until the prizes are claimed. The Prizes are subject to the terms and conditions set forth in these official rules. Entry to the Sweepstakes is valid for the duration of the Sweepstakes Period, the timing of which is set forth below. Odds of winning depend on the total number of Eligible Entries received during the Sweepstakes Period. All decisions in all matters relating to this Sweepstakes made by PALAZZO are final. Limit one prize per person/household/family.

4. Timing

The Sweepstakes begins on October 1, 2008, at 12:00:00 p.m. Pacific Time ("PT") and ends April 1, 2009, at 12:00:00 p.m. PT, (the "Sweepstakes Period").

5. Claiming Prizes

No substitution of prize(s), transfer of prize(s) or cash alternative permitted, except by PALAZZO due to prize unavailability at time of award in which case a prize of equal or greater value will be awarded. Unless specified otherwise by PALAZZO, no cash will be awarded. If the prize or prize notification is returned as undeliverable, the prize is forfeited. The Grand Prize Winner must sign an affidavit of eligibility and release of Travelocity.com LP ("Travelocity") and its affiliates, and PALAZZO and its affiliates, including but not limited to its partners in this Sweepstakes, prize providers, and its promotion, fulfillment, and advertising agencies, from any and all liability, claims, demands, and causes of action for personal injury and/or damage, theft, or loss suffered in connection with this promotion or the use or acceptance of the prize or any portion thereof to be eligible for the prize; and where permitted, a promotional release granting the right to use his or her name and likenesses for advertising and publicity purposes without additional compensation; entry into this Sweepstakes constitutes the Grand Prize Winner's agreement to sign such release. The Grand Prize Winner must also complete all legal documents and return them to PALAZZO within three (3) working days after receipt of such documents. Noncompliance will result in disqualification of the Grand Prize Winner and an alternate winner may be selected from among the remaining Eligible Entries for the Grand Prize. All prizes properly claimed will be awarded. The receipt by any winner of any of the prize components of this Sweepstakes is conditioned upon compliance with any and all federal, state and local rules and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY ANY WINNER (AT PALAZZO'S SOLE DISCRETION) WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS WINNER OF THE SWEEPSTAKES AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

The value of the prize may be taxable as income. Upon receipt of the prize, the Grand Prize Winner is required to comply with any and all applicable federal, state and local tax that becomes due with respect to the prize(s).

6. Prizes

One Grand Prize Winner will receive:

- Roundtrip coach class airfare for two (2) from a major U.S. metropolitan airport near Winner's permanent residence at the time of entry to Venice, Italy on an airline designated by Travelocity;

- Five (5) nights' double-occupancy hotel accommodations in Venice, Italy at a hotel designated by Travelocity;
- One (1) night double-occupancy hotel accommodations in Bologna, Italy at a hotel designated by Travelocity.
- Lamborghini Tour Package for two (2): roundtrip transportation for two (2) from Venice, Italy to Bologna; two (2) tickets for tour of the Lamborghini Factory and Lamborghini Museum in Sant'Agata Bolognese, Italy; two (2) tickets for a demonstration test ride in a Lamborghini; and two (2) Lamborghini gift bags containing Lamborghini branded items and accessories. Tour package dates and times are subject to availability and blackout dates.

TOTAL APPROXIMATE RETAIL VALUE OF ALL PRIZES: US\$5,600.00. Actual value of the prize may vary based on airfare fluctuations and distance between departure location and destination. Prizes may not be exchanged. Prize will not be replaced if lost, stolen or expire prior to use (unless restricted by law). Unless expressly indicated, all expenses associated with a prize or the uses of a prize are not included and will be the sole responsibility of winner. Limit one prize per person per household. No transfer or substitution of prize permitted by winners. PALAZZO may substitute a prize of equal or greater retail value if prize is unavailable or cannot be awarded for any reason.

All travel plans for winner and any guest(s) must be made at one (1) time through Travelocity, within ninety (90) days of accepting the prize. Travel dates and Lamborghini Tour Package are subject to availability and holiday/blackout dates, travel must include a Saturday-night stay, and must be completed by April 1, 2010. All travel requests will be fulfilled based on availability. Guest of winner must be 21 or older. If winner is unable to travel by date indicated, prize will be forfeited. Prize includes international travel, customs and immigration require certain documents to travel to foreign country; it is the winner's sole responsibility for winner and any guest to travel with the required documents. No refunds will be made if improper documentation or failure to comply with any of the rules and regulations of the travel provider results in denied boarding or entry, and prize will be forfeited. Unless otherwise designated, all air travel will be provided by an airline designated by Travelocity. Airline tickets are non-refundable, non-transferable, non-changeable once issued, and may not be used in conjunction with any other competition or offer. No refunds or credit changes are allowed. Credit for previous purchases is not permitted. All tickets are subject to the vagaries of flight variation, work stoppages, and schedule or route changes.

7. Who is Eligible

The Sweepstakes is open only to United States residents with a valid drivers license and passport who are 21 years of age or older, excluding residents of the State of Florida and the State of New York. Employees of PALAZZO, its subsidiaries, affiliates, agents, and prize providers and the immediate family (defined as parents, children, siblings, husband, wife, or life partner) of each such employee, together with those with whom such employees are domiciled, are not eligible. Further, employees of Lamborghini and Travelocity and their respective subsidiaries, affiliates, agents, and prize providers and the immediate family (defined as parents, children, siblings, husband, wife, or life partner) of each such employee, together with those with whom such employees are domiciled, are not eligible. Prize is subject to availability and blackout dates.

8. General Terms and Conditions

Except where prohibited by law, including but not limited to the states of New York and Florida and locations outside of the United States, participation in this Sweepstakes constitutes the Grand Prize Winner's consent to PALAZZO's and any prize provider's use of the winner's name, city, state, and county, likeness, photograph, statements made by the winner about the Sweepstakes, PALAZZO, prize providers or prize information for promotional purposes in any media without further payment or consideration. All entries will be deemed made by the authorized account holder of the e-mail address submitted at the time of entry, and any potential winner may be required to show proof of being the authorized account holder for that e-mail address. The "authorized account holder" is the natural person assigned to an e-mail

address by an Internet service provider, online service provider, or other organization responsible for assigning e-mail address for the domain. By entering into this Sweepstakes, each entrant agrees to be bound by these official rules, and to release and hold harmless PALAZZO and its related companies, and its officers, directors, employees and agents and its partners in this Sweepstakes including, but not limited to prize providers, promotion, fulfillment, and advertising agencies from and against any claim or cause of action arising out of participation in this Sweepstakes or receipt or use of the prize. All entries become the property of PALAZZO, and none will be returned.

All interpretations of the rules and decisions by PALAZZO are final. PALAZZO reserves the right at its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Game or PALAZZO web site; to be acting in violation of these official rules; or to be acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. CAUTION: ANY ATTEMPT BY A PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, VENETIAN RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. THE NEVADA COURTS (STATE AND FEDERAL) SHALL HAVE SOLE JURISDICTION OF ANY OF THE CONTROVERSY REGARDING THE SWEEPSTAKES AND THE LAWS OF THE STATE OF NEVADA SHALL GOVERN THE SWEEPSTAKES. EACH ENTRANT WAIVES ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THOSE COURTS AND HEREBY SUBMITS TO THE JURISDICTION OF THOSE COURTS.

9. For a copy of the winners list, visit www.palazzolasvegas.com/LamborghiniSweepstakes/winner after April 7, 2009, and before April 14, 2009.

10. Winners agree that PALAZZO and Travelocity, and their respective subsidiaries, affiliates, related companies, employees, and partners in this Sweepstakes including prize providers, promotion, fulfillment, and advertising agencies and their subsidiaries, affiliates, related companies and employees shall have no liability in connection with acceptance or use of any of the prizes awarded herein.

11. This Sweepstakes is sponsored by PALAZZO.

12. For additional information call (702) 414-4369.