



## VIP Loyalty Program — Privacy Policy

### Duty Free Americas · LAX & SFO

This Privacy Policy describes how Duty Free Americas, Inc., together with its affiliates Duty Free Americas Airports, Inc. and Duty Free California Holdings, Inc., and each of their respective parent companies, subsidiaries, and affiliates involved in operating VIP (collectively, "DFA," "Company," "we," "us," or "our") collects, uses, discloses, and protects personal information in connection with the VIP loyalty program ("VIP" or the "Program") at our Los Angeles International Airport (LAX) and San Francisco International Airport (SFO) store locations. This Policy applies to VIP Members and, in the respects described in Section 8, to Company sales associates ("Associates") whose information may be shared with Members.

## 1. Information We Collect

### 1.1 Information You Provide at Registration

- Name (first and last).
- Contact method: email address or WhatsApp number (mandatory – at least one is required to register).
- Country of residence, state/province, and city (mandatory).
- Your marketing communication preferences (optional – separate from the mandatory acceptance of these Terms and this Policy).

### 1.2 Information Generated Through Your Participation

- Membership tier, point balance, and qualifying spend history.
- Transaction data: purchases and redemptions at qualifying DFA stores.
- Records of communications sent to you through the Program, including messages sent to you by an Associate through the Associate App (Section 8).

### 1.3 Information from DFS Circle

If you were previously a DFS Circle member and you complete VIP registration, DFA uses your existing DFS Circle membership tier and point balance to carry that status over into your new VIP account, as described in Section 3. This information is not used to create a VIP account for you unless and until you complete registration yourself.

## 2. How We Use Personal Information

- To operate the Program: register you, verify your contact information, calculate and track points, process redemptions, and manage your account.



- To communicate with you: send Program notifications and, where you have opted in, promotional offers, through your selected channel(s).
- For customer service, including responding to inquiries and following up on issues you have raised.
- For fraud prevention and Program security.
- For internal analytics to understand and improve the Program.
- To comply with legal obligations and enforce the VIP Terms & Conditions.

### 3. Transition from DFS Circle

VIP is the successor to the DFS Circle membership program, which is being wound down. If you were a DFS Circle member, DFA does not automatically create a VIP account for you or use your DFS Circle data to enroll you in VIP. Instead, if you complete VIP registration as described in Section 7 – including affirmatively accepting the VIP Terms & Conditions and this Policy – DFA will use your prior DFS Circle account information (specifically, your membership tier and point balance) solely to carry that tier and balance over into your new VIP account. If you do not register for VIP, your DFS Circle information continues to be governed by the DFS Circle Terms & Conditions and DFS Privacy Policy until that program is formally discontinued, and is not used to create a VIP account on your behalf. If you have questions about this transition, contact us using the information in Section 15.

### 4. Notice of Financial Incentive (California)

The Program is a financial incentive program under the California Consumer Privacy Act (CCPA), as amended by the CPRA. In exchange for enrolling and providing certain personal information, Members receive points that can be redeemed for discounts or other benefits. The value of the data provided is reasonably related to the value of the Program benefits, based on the anticipated revenue and marketing value generated from Member participation, offset by the costs of administering the Program. Company estimates this value based on the average cost of administering the Program per Member, including the value of points redeemed, technology and messaging costs, and program operations, which totaled approximately \$20 per active Member over the past 12 months. This amount is comparable to the value Company would otherwise spend to acquire and retain a customer through other marketing channels without the benefit of Program data, and therefore reasonably approximates the value of the data collected. You may withdraw from the Program at any time; withdrawal does not affect your ability to shop at DFA stores, but ends your ability to earn or redeem points.

### 5. How We Share Personal Information

We share personal information with the following categories of recipients:



- Service providers who perform functions on our behalf (e.g., technology platform and hosting providers, messaging platforms, customer support tools), under contracts restricting their use of the data to providing services to us.
- Messaging platforms (currently WhatsApp, operated by Meta Platforms, Inc.; additional channels such as SMS or WeChat if and when enabled) to the extent needed to deliver messages you have opted in to receive.
- Professional advisors, regulators, or law enforcement, where required by law or to protect Company's legal rights.
- A successor entity, in connection with a merger, acquisition, or sale of assets, or a transfer of the Program to another operator.

We do not sell personal information for money, and we do not share Member personal information with airport retail partners or any other third party for that third party's own independent marketing purposes, except as expressly disclosed to Members at the time of collection. If that changes in the future, this section and the opt-out described in Section 10 will be updated accordingly before any such sharing begins.

## 6. International Members and Global Privacy Rights

VIP Members reside in, travel from, and continue to be contacted in many countries. Because DFA keeps communicating with Members (by email, WhatsApp, and, when enabled, other channels) after they leave the Airport and return home, DFA's processing of your personal information may be subject to the data protection law of your country of residence, not only the law of California. This Section describes how DFA approaches the major frameworks that may apply. Where a specific framework below legally applies to you, you receive the rights it describes. Where none of the specific frameworks below legally applies to you, DFA nonetheless extends the same categories of rights to you as a matter of company policy, so that no Member is left without meaningful privacy protection because of where they live.

### 6.1 European Economic Area and United Kingdom (GDPR / UK GDPR)

If you are located in the European Economic Area (EEA) or the United Kingdom, the EU General Data Protection Regulation (GDPR) and/or UK GDPR apply to DFA's processing of your personal information. DFA acts as the data controller. DFA processes your personal information on the following legal bases: performance of a contract (to operate your VIP account and process points and redemptions), consent (for optional marketing communications, which you may withdraw at any time), and legitimate interests (for fraud prevention, Program security, and internal analytics, balanced against your rights).

You have the right to: access the personal information we hold about you; request correction of inaccurate information; request erasure of your information ("right to be forgotten"); request restriction of processing; receive your information in a portable



format; object to processing based on legitimate interests; object to direct marketing at any time, absolutely and without needing to give a reason; withdraw consent at any time where processing is based on consent; and lodge a complaint with your local data protection supervisory authority. DFA does not make decisions about you based solely on automated processing that produce legal or similarly significant effects. We will respond to verified requests without undue delay and in any event within one month, extendable by a further two months for complex requests with notice to you.

Because DFA is established in the United States and not in the EEA or UK, transfers of your personal information from the EEA/UK to DFA in the United States, and onward to service providers such as messaging platforms, are made subject to the European Commission's Standard Contractual Clauses (or, for UK transfers, the UK's International Data Transfer Addendum), or another legally recognized transfer mechanism, as applicable. DFA has not designated a representative in the EU or UK under GDPR Article 27 / UK GDPR Article 27. Until it does so, EU and UK Members may direct any inquiry or rights request relating to this Section directly to DFA using the contact information in Section 15, and DFA will respond as though such a request had been received by a designated representative.

## **6.2 China (Personal Information Protection Law — PIPL)**

If you are located in mainland China, China's Personal Information Protection Law (PIPL) applies to DFA's processing of your personal information, particularly where you communicate with DFA through WeChat (once enabled) or otherwise while located in China. You have the right to: know and decide how your personal information is handled; access and obtain a copy of your personal information; correct or complete inaccurate or incomplete information; delete your personal information in circumstances specified by PIPL; restrict or object to automated decision-making; request an explanation of DFA's processing rules; withdraw consent at any time; and lodge a complaint with the Cyberspace Administration of China (CAC) or bring a claim in a Chinese court.

Where DFA transfers your personal information out of mainland China (for example, because a message you send through WeChat is processed on servers outside China), PIPL requires DFA to obtain your separate, explicit consent to that specific cross-border transfer – distinct from your general acceptance of these Terms – and to rely on one of the cross-border transfer mechanisms recognized under PIPL (such as a CAC security assessment, the CAC Standard Contract for cross-border transfers, or PIPL certification, depending on the scale of processing). DFA does not enable WeChat, or otherwise process personal information of individuals located in mainland China, until it has completed the applicable PIPL cross-border transfer mechanism and confirmed whether Article 53's requirement to designate a China-based representative applies at its processing volume. DFA treats information transmitted through China-linked platforms, and any precise location data, as sensitive personal information under PIPL, requiring separate consent before collection.



### 6.3 Other Jurisdictions

If you reside in Canada, Brazil, or another country with its own comprehensive data protection law (such as Canada's PIPEDA or Brazil's LGPD), and that law grants you rights beyond what is described in this Policy, DFA will honor those rights on request to the extent required by that law. If you are unsure what rights apply to you, contact us using the information in Section 15 and we will identify the correct framework for your situation.

### 6.4 Messaging Platform Processing

WhatsApp messages are processed by Meta Platforms, Inc. and its affiliates under Meta's own privacy practices, in addition to this Policy. If Company enables WeChat as a communication channel in the future, messages sent through that channel will be processed by Tencent Holdings Ltd. and its affiliates, including on servers that may be located outside the United States, potentially including mainland China, and this Policy will be updated with the specific PIPL-compliant disclosures and consent mechanism described in Section 6.2 before that channel is enabled for any Member.

## 7. Registration and Verification

When you register for VIP, either online or in-store by scanning a QR code, you are asked to provide the mandatory information described in Section 1.1 and to verify your contact method using a 6-digit code sent to you. If you do not complete verification, no VIP account is created for you and no personal information you entered is used to earn or redeem points. Once verified, you receive a digital membership card containing your name, tier, point balance, and a QR code, which you can add to Apple Wallet or Google Wallet.

## 8. Associate Access to Member Information

Company provides Associates with an internal tool (the "Associate App") to search for a Member's account by name, email, phone number, or card number, in order to follow up on a customer service matter or send a Program update. When an Associate uses this tool, the Member's contact information is displayed to the Associate in partially masked form rather than in full (for example, jo\*\*\*@gmail.com). Access to the Associate App is limited to authorized Company personnel, and Associates are subject to Company confidentiality obligations regarding any Member information they access through it.

## 9. Associate Personal Information Shared with Members

Separately, where an Associate is assigned to provide a Member with personalized service, the Associate's name and/or direct work contact information may be shared



with that Member. This information is only shared where the Associate has separately given affirmative, opt-in consent through Company's internal employee consent process, and the Associate may withdraw that consent at any time. Associates are separately provided with a workforce/employee privacy notice describing how their own personal information is collected, used, and disclosed, consistent with the CCPA's provisions covering employee personal information. This Program Privacy Policy does not, by itself, serve as that workforce notice.

## 10. Your California Privacy Rights

If you are a California resident, you have the following rights under the CCPA/CPRA, subject to certain exceptions:

- Right to Know / Access: request disclosure of the categories and specific pieces of personal information we have collected, used, disclosed, and (if applicable) sold or shared about you, and the categories of sources and recipients.
- Right to Delete: request deletion of personal information we have collected from you, subject to certain exceptions (e.g., completing a transaction, security, legal compliance).
- Right to Correct: request correction of inaccurate personal information.
- Right to Opt Out of Sale/Sharing: opt out of any "sale" or "sharing" of your personal information, if applicable, as described in Section 5.
- Right to Non-Discrimination: we will not deny you Program benefits, charge different prices, or provide a different level of service because you exercised a privacy right, subject to the financial-incentive disclosure in Section 4.
- Right to Appeal: if we decline a request, you may appeal the decision as described in our response.

To exercise these rights, contact [concierge@dutyfreeamericas.com](mailto:concierge@dutyfreeamericas.com). We will verify your identity before processing a request, generally by matching the information you provide against your account. You may designate an authorized agent to submit a request on your behalf, subject to verification of the agent's authority. We will respond within the time periods required by California law.

## 11. "Shine the Light" (California Civil Code § 1798.83)

California residents may request, once per year and free of charge, information about any personal information Company may have disclosed to third parties for those third parties' own direct marketing purposes in the preceding calendar year. Company does not disclose personal information to third parties for their own independent direct marketing purposes. To make such a request, contact [concierge@dutyfreeamericas.com](mailto:concierge@dutyfreeamericas.com).



## 12. Other State Privacy Rights

If you are a resident of Colorado, Connecticut, Virginia, Utah, or another state with a comprehensive privacy law, you may have similar rights to know, access, correct, delete, or opt out of certain processing of your personal information, which you can exercise using the contact channel in Section 10. We will honor valid requests consistent with the law of your state of residence.

## 13. Children's Privacy

VIP is not directed to, and enrollment is not permitted for, individuals under 16 years of age. We do not knowingly collect personal information from children under 13 in connection with the Program. If we learn that we have inadvertently collected such information, we will delete it.

## 14. Data Retention and Security

We retain Member personal information for as long as your account remains active, and for a reasonable period afterward to resolve disputes, enforce our Terms, and comply with legal and tax obligations. Following closure of your account, we retain your personal information for five (5) years, after which it is deleted unless a longer period is required to resolve a dispute, enforce our Terms, or comply with law. We maintain administrative, technical, and physical safeguards designed to protect personal information, including restricting Associate App access to authorized personnel. No method of transmission or storage is completely secure, and we cannot guarantee absolute security.

## 15. Contact Us

Privacy questions or requests: [concierge@dutyfreeamericas.com](mailto:concierge@dutyfreeamericas.com).

## 16. Do Not Track

Our systems do not respond to browser "Do Not Track" signals, as there is no common industry standard for how to interpret them. However, where you access the VIP registration site from a browser or device with the Global Privacy Control (GPC) signal enabled, we treat that signal as a valid request to opt out of the sale or sharing of your personal information, as required under California law.

## 17. Changes to This Policy

We may update this Policy from time to time. If we make material changes, we will notify Members through their selected communication channel(s) or by posting a notice at the registration site prior to the change taking effect, and will update the effective date below.

Effective Date: August 4, 2026