



DUTY FREE AMERICAS
VIP PROGRAM

VIP Loyalty Program — Terms & Conditions

Duty Free Americas · LAX & SFO

These Terms & Conditions ("Terms") govern participation in the VIP loyalty program ("VIP" or the "Program"), operated by 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") at its Los Angeles International Airport (LAX) and San Francisco International Airport (SFO) store locations. By enrolling in VIP, you ("Member" or "you") agree to these Terms and to the VIP Privacy Policy, which is incorporated by reference.

1. Relationship to DFS Circle

VIP is the successor to the DFS Circle membership program previously operated in connection with DFA's stores, and DFS Circle is being wound down. DFS Circle members do not carry over into VIP automatically. If you were a DFS Circle member, you must complete the same registration process described in Section 3, including affirmatively accepting these Terms and the VIP Privacy Policy, before you become a VIP Member. Once you do, your historical DFS Circle tier and point balance will be honored and carried into your new VIP account as described in Section 4. Until you complete that registration, you remain a non-VIP customer for purposes of these Terms, and your prior relationship with DFS Circle continues to be governed by the DFS Circle Terms & Conditions until that program is formally discontinued.

2. Eligibility

- You must be at least 16 years old to enroll in VIP.
- You must provide accurate, current, and complete information when enrolling and keep it updated.
- Only one VIP account is permitted per person. If duplicate accounts are found under the same phone number or email address, Company will combine them as described in Section 4.
- Your VIP membership card is for personal, non-commercial use only.
- Company reserves the right to refuse, suspend, or terminate enrollment at its discretion, including for suspected fraud, misuse, or abuse of the Program.



3. Enrollment and Registration

- New Members may register online at the Company's registration site or in-store by scanning a QR code at checkout.
- The following information is mandatory to complete registration: first name, last name, a contact method (email address or WhatsApp number), country of residence, state/province, and city.
- You must separately accept these Terms and the VIP Privacy Policy to complete registration; this is a required step and is not optional.
- You may separately opt in to receive promotional offers and marketing communications by email and/or WhatsApp. This marketing opt-in is optional and is not required to enroll.
- You must verify your contact method by entering a 6-digit code sent to you before your account is created. If you do not complete verification, you are not a registered Member and cannot earn or redeem points. If you leave registration partway through, you may return and complete it at any time.
- Once registered, you will receive a digital VIP membership card (for Apple Wallet or Google Wallet) containing your name, tier, point balance, and a QR code used to earn and redeem points at checkout, along with a welcome message confirming your enrollment.

4. Former DFS Circle Members

- If you were a DFS Circle member, you must complete VIP registration as described in Section 3 – including entering the required mandatory fields, verifying your contact method, and affirmatively accepting these Terms and the VIP Privacy Policy – before you become a VIP Member. Simply having held a DFS Circle account does not, by itself, make you a VIP Member.
- Once you complete VIP registration, Company will carry your existing DFS Circle tier and point balance over into your new VIP account as-is, and VIP's earning and redemption rules (Section 6) will apply going forward.
- If you register for VIP under the same phone number or email address as an existing DFS Circle account, and you also separately hold another VIP account under that same phone number or email, Company will combine the accounts: the higher of the tiers is honored, and points and cycle spend are combined.
- Until you complete VIP registration and acceptance of these Terms, you cannot earn or redeem VIP points, regardless of your prior DFS Circle status.
- Your personal information from DFS Circle is used by DFA to verify and carry over your tier and point balance once you register for VIP, as described in the VIP Privacy Policy.



5. Communications

Program notifications, points updates, and (where you have separately opted in) promotional offers may be sent to you through the channel(s) you select, which may include email, SMS/text message, WhatsApp, or WeChat, as those channels are made available by Company from time to time. Not all channels may be active at all times; Company will not promise a channel that is not yet available.

5.1 Email

Promotional emails include an unsubscribe mechanism as required by the CAN-SPAM Act. You may continue to receive transactional or service emails (such as points expiration or account security notices) even after unsubscribing from promotional email, where permitted by law.

5.2 WhatsApp

Messages sent via WhatsApp are also subject to WhatsApp's own terms of use and privacy practices, operated by Meta Platforms, Inc. Company does not control, and is not responsible for, WhatsApp's security or data practices.

5.3 SMS and WeChat (When Enabled)

If and when Company enables SMS or WeChat as communication channels, opting in to SMS will constitute consent to receive automated and non-automated text messages under the Telephone Consumer Protection Act (TCPA), with standard message/-data rate disclosures and a STOP/HELP opt-out mechanism. Opting in to WeChat means your messages and related account identifiers may be processed by Tencent Holdings Ltd. and its affiliates, including on servers located outside the United States. The VIP Privacy Policy will be updated with channel-specific detail before either channel is enabled for Members.

6. Program Tiers, Earning and Redeeming Points

VIP consists of five tiers: Silver, Gold, Platinum, Diamond, and Ambassador. The Ambassador tier is invitation-only and is currently out of scope for general enrollment.

- Silver: default tier at sign-up. Earn rate: 2 points per US\$1 spent.
- Gold: qualifies at US\$1,500+ in qualifying spend within a rolling 365-day cycle. Earn rate: 2 points per US\$1 spent.
- Platinum: qualifies at US\$5,000+ in qualifying spend within a rolling 365-day cycle. Earn rate: 3 points per US\$1 spent.



- Diamond: qualifies at US\$15,000+ in qualifying spend within a rolling 365-day cycle. Earn rate: 4 points per US\$1 spent.
- Ambassador: invitation-only; earn rate of 5 points per US\$1 spent when active. Not currently available for general enrollment.

Tier qualification and renewal are based on a rolling 365-day spending cycle: your tier is upgraded or downgraded based on your qualifying spend over the trailing 365 days. Redemption value is the same across all tiers: US\$1 = 100 points. Members may redeem points once their account balance reaches 2,000 points or more. Members may earn or redeem points on any product purchased in qualifying stores; Company does not currently apply any product-category restrictions to earning or redemption. The following benefits are not currently offered under VIP and should not be promised to Members: sign-up bonus points, birthday bonus points, airport lounge passes, complimentary transportation services, and welcome bonus offers. Company may introduce any of these, or other benefits, in the future by updating these Terms as described in Section 12.

7. Refunds and Returns

- If you return a purchase, any points redeemed toward that purchase will be restored to your account, regardless of whether the original purchase was paid entirely with points or with a combination of points and cash/card.
- Point restoration following a return may take up to 30 days to be reflected in your account balance.
- Any cash or card portion of a combined payment will be refunded according to Company's standard return policy for the item purchased.
- Company reserves the right to investigate and reverse a points restoration in cases of suspected fraud or abuse.

8. Points Expiration and Account Inactivity

Points are valid for 24 months from the date they are earned. Company will provide advance notice, through your selected communication channel, before expiring a meaningful points balance, where required by applicable law.

9. Program Changes, Suspension, and Termination

- Company may modify, suspend, or terminate the Program, in whole or in part, at any time, subject to applicable law.
- If Company terminates the Program entirely, Members will be given a reasonable



opportunity to redeem accumulated points before termination, except in cases of Program abuse or fraud.

- Company may suspend or terminate an individual Member's account for violation of these Terms, fraudulent activity, misuse of the Program, or providing false information. Upon termination for cause, unredeemed points are forfeited.

10. Fraud, Abuse, and Prohibited Conduct

Members may not sell, purchase, transfer, or barter points or accounts; permit another person to use their card or accrued points; use automated means to enroll or earn points; provide false enrollment information; or otherwise abuse the Program. Company may withhold or reverse points, and suspend or terminate accounts, where it reasonably believes this Section has been violated.

11. Associate Access to Member Information

Company provides its store Associates with an internal tool (the "Associate App") to look up a Member's account by name, email address, phone number, or card number in order to follow up on a customer service matter, respond to an inquiry, or send a Program update at a supervisor's direction. When an Associate looks up a Member this way, the Member's contact information is displayed to the Associate in partially masked form (for example, jo***@gmail.com or ***-***-2581) rather than in full. Access to the Associate App is restricted to authorized Company personnel, and Associates are bound by Company confidentiality obligations regarding any Member information they view or use.

12. Associate Personal Contact Information Shared with Members

Separately, in some Airport locations, a Member may be assigned or connected with a specific Associate, concierge, or staff member for personalized service, and that Associate's name and/or direct work contact information may be shared with the Member to facilitate the relationship. Company will only share an Associate's personal contact information with a Member where the Associate has separately and affirmatively opted in to having that information shared, through Company's internal employee consent process, and an Associate may withdraw that consent at any time.

13. Third-Party Partners and Service Providers

Company works with third-party service providers (including technology, messaging, and payment platform providers) to operate the Program. Company is not responsible for the acts or omissions of these providers outside the scope of the services they



perform for Company. Your interactions with any independent third-party partner, including any information you provide directly to them, are governed by that partner's own terms and privacy practices.

14. Disclaimers and Limitation of Liability

- THE PROGRAM AND ALL REWARDS ARE PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, TO THE FULLEST EXTENT PERMITTED BY LAW.
- TO THE FULLEST EXTENT PERMITTED BY LAW, COMPANY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THE PROGRAM SHALL NOT EXCEED THE VALUE OF THE POINTS OR REWARDS AT ISSUE, AND COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES.
- Nothing in these Terms limits any liability that cannot be limited under applicable California or federal law.

15. Changes to These Terms

Company may amend these Terms at any time. Material changes will be communicated to Members through their selected communication channel(s), or by posting notice at the registration site, before the change takes effect, except where a shorter period is necessary for legal, security, or operational reasons. Continued participation in the Program after the effective date of a change constitutes acceptance of the revised Terms.

16. Dispute Resolution — Binding Arbitration and Class Action Waiver

- Agreement to Arbitrate: Except for disputes eligible for small claims court, you and Company agree that any dispute arising out of or relating to these Terms or the Program will be resolved through binding, individual arbitration administered by JAMS pursuant to its applicable arbitration rules, rather than in court.
- Class Action Waiver: You and Company agree that disputes will be brought only in an individual capacity, and not as a plaintiff or class member in any purported class, collective, or representative proceeding.
- Right to Opt Out: You may opt out of this arbitration agreement by sending written notice to concierge@dutyfreeamericas.com 30 days of first enrolling in the Program. If you opt out, neither you nor Company will be required to arbitrate disputes with each other, but all other parts of these Terms will still apply.
- This Section does not apply to claims that, as a matter of California or federal law, cannot be subject to mandatory pre-dispute arbitration (for example, certain public injunctive relief claims under California law).



- International Members: if you reside outside the United States and the law of your country of residence gives you a non-waivable right to bring a claim in your local courts or otherwise does not permit mandatory pre-dispute arbitration or a class action waiver, this Section applies to you only to the extent enforceable under that law, and you retain any such non-waivable right.

17. Governing Law

These Terms are governed by the laws of the State of California and applicable U.S. federal law, without regard to conflict-of-laws principles, except that the Federal Arbitration Act governs Section 16. For Members located in other U.S. states, nothing in this Section overrides any consumer protection or privacy right that cannot be waived under the law of the Member's home state. For Members located outside the United States, nothing in this Section overrides any mandatory consumer protection, data protection, or other right that cannot be waived under the law of the Member's country of residence, and such mandatory local law applies to the extent it is required to apply.

18. Contact Us

Questions about these Terms or the Program:
concierge@dutyfreeamericas.com.

19. General Provisions

- If any provision of these Terms is found unenforceable, the remaining provisions remain in full force and effect.
- These Terms, together with the VIP Privacy Policy, constitute the entire agreement between you and Company regarding the Program.
- Company's failure to enforce any provision is not a waiver of its right to do so later.
- You may not assign your rights under these Terms; Company may assign its rights and obligations in connection with a merger, acquisition, or sale of assets, or a transfer of the Program to another operator.

Effective Date: August 4, 2026