

# EVOL V E





**AUSTRALIA & NEW ZEALAND - BEFORE USING THIS PRODUCT, PLEASE VISIT THE SETTINGS MENU ON YOUR PLAYSTATION®4 SYSTEM FOR IMPORTANT HEALTH AND SAFETY INFORMATION**

**PRECAUTIONS** - This game disc contains software for the PlayStation®4 system (PS4™) and conforms to PS4™ specifications for the PAL market only. Carefully read the Safety Guide for the PS4™ to ensure correct usage and storage of this game disc.

**HEALTH WARNING** - Always play in a well lit environment. Take regular breaks, 15 minutes every hour. Discontinue playing if you experience dizziness, nausea, fatigue or have a headache. Some individuals are sensitive to flashing or flickering lights or geometric shapes and patterns, may have an undetected epileptic condition and may experience epileptic seizures when watching television or playing videogames. Consult your doctor before playing videogames if you have an epileptic condition and immediately should you experience any of the following symptoms whilst playing: altered vision, muscle twitching, other involuntary movement, loss of awareness, confusion and/or convulsions.

**3D HEALTH WARNING** - Some people may experience discomfort (such as eye strain, eye fatigue or nausea) while watching 3D video images or playing stereoscopic 3D games on 3D televisions. If you experience such discomfort you should immediately discontinue use of your television until the discomfort subsides. Generally we recommend that you avoid prolonged use of your PS4™ system and take 15 minute breaks during each hour of play. However, when playing stereoscopic 3D games or watching 3D video, the length and frequency of necessary breaks may vary from person to person – please take breaks that are long enough to allow any feelings of discomfort to subside. If symptoms persist, consult your doctor. The vision of young children (especially those under six years old) is still under development. We recommend that you consult with your child's doctor or optometrist before allowing young children to watch 3D video images or play stereoscopic 3D games. Adults should supervise young children to ensure they follow the recommendations listed above.

**PIRACY** - The use of PS4™ and PS4™ game discs are governed by software licence. The PS4™ and the PS4™ game discs contain technical protection mechanisms designed to prevent the unauthorised reproduction of the copyright works present on the PS4™ game discs. The unauthorised use of registered trademarks or the unauthorised reproduction of copyright works by circumventing these mechanisms or otherwise is prohibited by law. If you have any information about pirate product or methods used to circumvent our technical protection measures please email [anti-piracy@eu.playstation.com](mailto:anti-piracy@eu.playstation.com) or call your local Customer Service number.

**SET PARENTAL CONTROLS** - The rating on the front of box indicates the age for which this game disc is appropriate. Set the parental control on your device to prevent play by children who are below that age. For information on age ratings and how to set the parental controls, see the Quick Start Guide included with your PS4™ or visit [playstation.com/parents](http://playstation.com/parents)

**HELP & SUPPORT** - Please visit [eu.playstation.com](http://eu.playstation.com) or refer to the telephone number below:

Australia ☎ 1300 365 911 New Zealand ☎ 09 415 2447

# TABLE OF CONTENTS

MAIN MENU .....	3
GAME CONTROLS .....	4
HUNTER CONTROLS .....	5
MONSTER CONTROLS .....	6
HUNTER HUD .....	7
MONSTER HUD .....	9
MENUS .....	11
PAUSE MENU .....	11
OPTIONS MENU .....	12
MULTIPLAYER MENU .....	13
MULTIPLAYER MODES .....	14
SOLO MENU .....	15
CUSTOM GAME MENU .....	16
MAP EFFECTS .....	17
MATCHMAKING .....	18
CHOOSE YOUR CLASS .....	18
SEARCHING FOR GAMES .....	18
COMMUNICATION! .....	18
HUNTER CONFIGURATION .....	19
MONSTER CONFIGURATION .....	20
HUNTER CLASSES .....	21
ASSAULT .....	21
TRAPPER .....	22
MEDIC .....	23
SUPPORT .....	24
MONSTERS .....	25
GOLIATH .....	26
KRAKEN .....	27
WRAITH .....	28
SHEAR WILDLIFE .....	29
EVOLVE OR DIE .....	30
FEEDING & ARMOR .....	30
EVOLVING .....	30
ELITE CREATURES .....	31
2K SUPPORT INFORMATION .....	31
CREDITS .....	32
END-USER LICENSE AGREEMENT .....	43



# THE HUNT IS ON

**WELCOME TO SHEAR!** As with hundreds of planets before it, mankind has arrived to tame the wilderness. Bending nature to their will, Shear's plentiful resources were to be reaped for humanity's prosperity. Only this time, something didn't go according to plan. There's something out there. Something hungry. Something mankind hasn't seen before. It's terrorizing the colony, leaving trails of death and destruction in its wake.

The corporation needs someone of particular talents, an experienced Hunter who can finally purge Shear of its problematic pests. For those who have the skills and the tools, there's no greater challenge than bagging yourself a trophy worthy of your wages.

But no lone Hunter can hope to stand toe-to-toe with what lurks within the Shear's dense underbelly. Monsters beyond imagination, mighty apex predators that grow more powerful with each feeding, pose the greatest threat these trained killers have ever faced.

Fight to protect the colonies as the Hunters or fight back against the encroaching human infestation as the Monster. The choice is yours. To the victor go the spoils... and the whole of Shear.

## INSTALLATION

After beginning the installation process, you can play Tutorial missions for Goliath (your first Monster) and Markov (your first Hunter) before the entire game has completed installation. Until installation is complete, you will be restricted to specific menu choices on the Main Menu.



# MAIN MENU



## MULTIPLAYER

Host or join a multiplayer game.

## SOLO

Play a solo game as a Hunter with an AI team, or as a Monster against AI Hunters. You can also replay the tutorials to unlock medals.

## PROFILE

View Leaderboards for each Monster and Hunter type, check your progress toward various accolades and unlocks, or create a custom Badge for your Hunter.

## EXTRAS

View the credits, link/unlink your my2K account, or browse the Video Gallery.

## OPTIONS




Access the Options Menu, where you can adjust various settings.

## STORE

Access the PlayStation®Store to purchase additional game content.

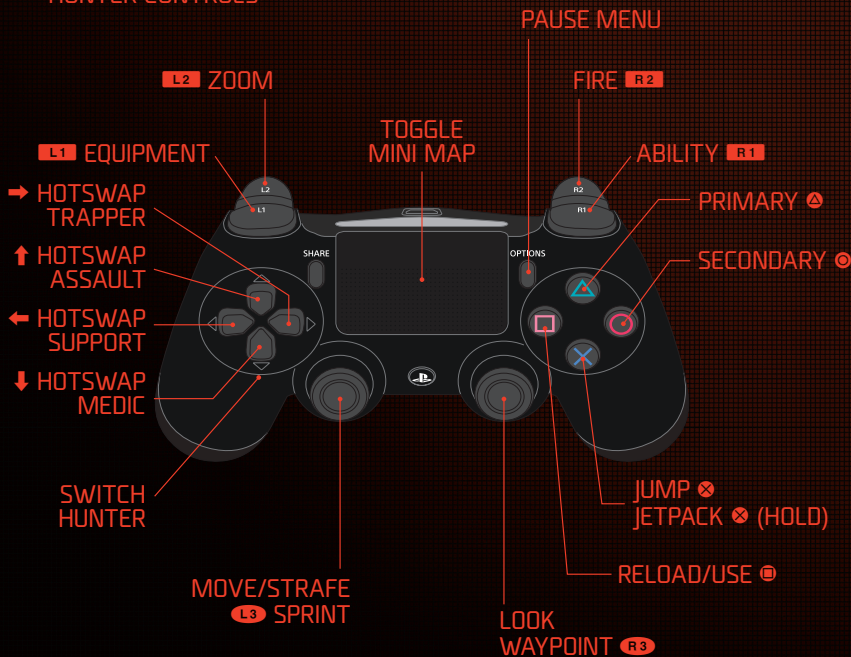
# GAME CONTROLS

## MENU CONTROLS

Navigate options	Left Stick
Select option	
Exit menu	
Access Profile	

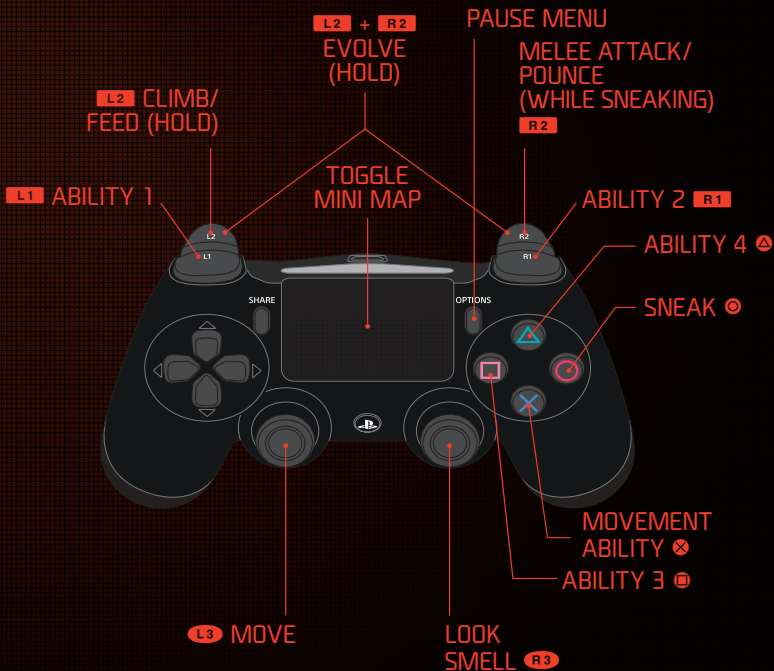
# DUALSHOCK®4 CONTROLLER

## HUNTER CONTROLS





## MONSTER CONTROLS



# HUNTER HUD



## RETICLE

A targeting reticle appears in the center of the screen and changes depending on the currently equipped weapon or equipment.

## HEALTH METER


The meter along the left side of the screen depletes as you take damage. Health can only be replenished by the Medic under most circumstances.

## JETPACK METER

The meter along the right side of the screen is depleted as you use your jetpack. It recharges over time when not in use.

## HUNTER LOADOUT

Displays the weapons, equipment, and abilities available to your class. The background behind each loadout component starts fully blue and depletes as you exhaust your supply. It flashes red as a warning when a component is nearly empty.

Press  to manually reload; weapons will otherwise automatically reload or recharge when depleted. Note that certain equipment and weapons recharge or replenish their ammunition or energy over time. Others, such as mines, have a maximum number that can be deployed at any given time. Deploying additional items beyond the maximum will result in the oldest active item self-destructing.

## COMPASS

When coordinating with other Hunters, use the compass to keep track of your current heading.

## MONSTER TRACKS

These glowing tracks appear in the environment and indicate where the Monster has traversed. The Monster's tracks fade over time.

## MONSTER ALERT

Provides relevant information on the Monster's status. (e.g. Monster Tracks, location of wildlife disrupted by the Monster, etc.)

## ACTIVE BUFF

A circular countdown meter appears in the upper-right corner of the screen when a Buff is acquired from Elite Wildlife. The effects of the Buff last until the Buff timer fully depletes.

## HUNTER SWITCH

Use the directional buttons to switch to a different Hunter at any time, provided that the Hunter is still alive.



# MONSTER HUD



## RETICLE

A targeting reticle appears in the center of the screen. The red segments beneath it each represent the Monster's stamina and its ability to execute special mobility maneuvers.

## ARMOR

The blue meter indicates Monster armor. Recover lost armor by feeding on wildlife or human corpses.

## HEALTH

The red meter indicates Monster health. This resource cannot be regenerated or reclaimed once it has been lost, although a portion can be reclaimed by Evolving or acquiring specific health-related Buffs.

## ABILITIES

Each of the Monster's abilities, along with their button assignments, are displayed here. After use, an ability requires a cooldown period during which it will be greyed out. The icon lights up red when the ability is available again.

## ENERGY

While feeding, this segmented, circular meter appears over the Monster. As you feed, you gain more energy. Once the meter is full, you may hold **L2** + **R2** to evolve and stage up. You can also gain energy by incapacitating Hunters.

## SMELL ABILITY

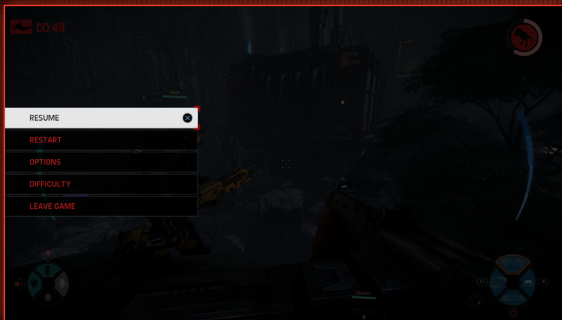
The Monster's sense of smell allows you to see nearby wildlife and hunters, even through walls and terrain.

## ACTIVE BUFF

A circular countdown meter appears in the upper-right corner of the screen when a Buff is acquired from Elite Wildlife. The effects of the Buff last until the Buff timer fully depletes.

# MENUS

## PAUSE MENU



Press **OPTIONS** during gameplay to access the Pause Menu.

### RESUME

Exit the Pause Menu and return to gameplay.

### RESTART

Restart the current game.

### OPTIONS

Adjust your controller, audio, and graphics settings.

### DIFFICULTY (SOLO ONLY)

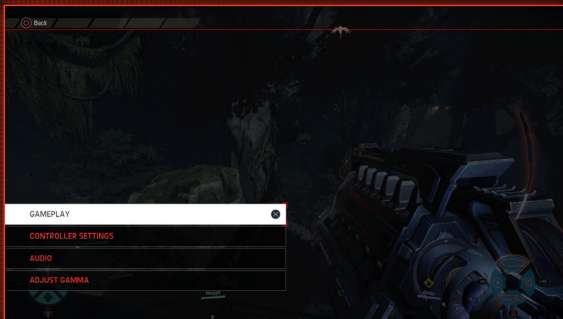
Adjust the difficulty of the game in solo mode.

### LEAVE GAME

Leave the current game.



# OPTIONS MENU



## GAMEPLAY

Reset the Help Text or adjust your sprinting options.

## CONTROLLER SETTINGS

Adjust the game controls, including controller icons, Hunter controls, Monster controls, stick layout, look sensitivity, look inversion, vibration, and aim assist.

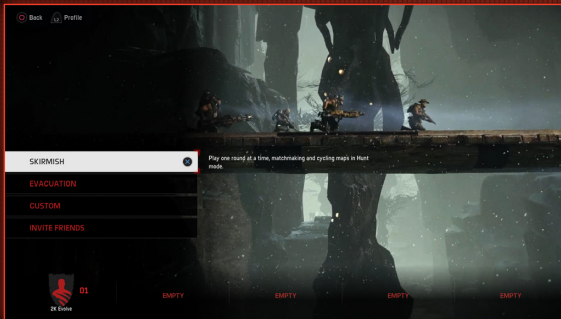
## AUDIO

Toggle the subtitles or adjust the music, effects, and dialog.

## ADJUST GAMMA

Adjust the game's gamma level.

# MULTIPLAYER MENU



Select a game mode to join a match with up to four other players online.

## SKIRMISH

Play one round at a time, matchmaking and cycling maps in Hunt mode.

## EVACUATION

Play 5 missions in a dynamic campaign where all game modes are played and the environment is affected by wins and losses.

## CUSTOM

Play a private game with your friends using modified rules.

## INVITE FRIENDS

Access a list of your Friends and invite them to join a game.

# MULTIPLAYER MODES

## HUNT

Hunters must find and kill the Monster before the Monster kills them. When the Monster reaches Stage 3, it can destroy the objective.

## DEFEND

The Monster must destroy the transport ship's power source before the time expires. Hunters must defend the power source until the time expires or kill the Monster.

## NEST

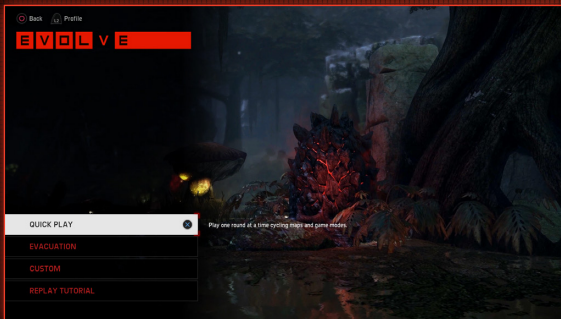
The Monster must kill the Hunters before the Hunters destroy all of the Monster's eggs and minions. The Monster can hatch an egg to spawn a minion, but does so at the cost of an egg.

## RESCUE

Hunters must revive and evacuate 5 survivors before the Monster kills 5 survivors.



# SOLO MENU



## QUICK PLAY

Play one round at a time, cycling through maps and game modes.

## EVACUATION

Play five missions in a dynamic campaign where all game modes are played and the environment is affected by wins and losses.

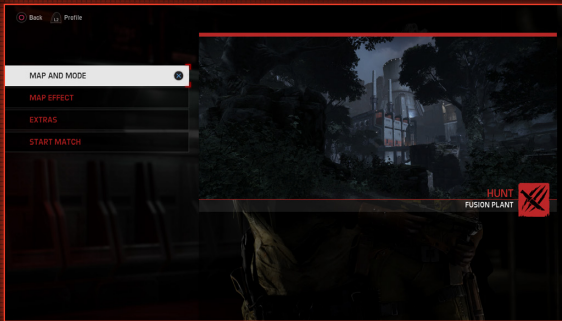
## CUSTOM

Set up a game of Evolve tailored to your parameters.


## REPLAY TUTORIAL

Replay the tutorials to unlock medals.

# CUSTOM GAME MENU



## START MATCH

Select this option and press  to begin the Hunt.

## MAP AND MODE

Specify which game mode and map you wish to play. You may also select Quick Play to select a random map and game mode.

## MAP EFFECT

Modify your map and mode by selecting one of these modifiers.

## EXTRAS

Set up additional game parameters of your choosing.

# MAP EFFECTS

The number and type of Map Effects available change depending on the map selected.

## CARGO SHIP

A cargo ship patrols the map and helps the hunters spot the Monster.

## SECOND MONSTER

A Monster minion follows the Monster and attacks Hunters.

## TELEPORT GATES

Teleport Gates allow Hunters to teleport to a central location.

## TELEPORT RIFTS

Teleport rifts allow the Monster to teleport to different locations.

## CLEAR SKIES

Clear skies force predators into hiding and make the Monster easier to see.

## CARNIVOROUS PLANTS

Additional plants make environments more dangerous for Hunters.

## ATTACK DRONES

Attack drones patrol the map to spot and attack the Monster.

## EMP

EMP blasts temporarily cancel and shut down Hunter abilities.

## COLONISTS

Colonists join the Hunters to fight the Monster.

## CANYON STRIDERS

Additional canyon striders give more food for the Monster.

## EBONSTAR ALLY

An EbonStar ally joins the Hunters to fight the Monster.

## EBONSTAR CORPSES

EbonStar corpses provide more food for the Monster.

## FAIR WEATHER

Natural lighting, no adverse weather effects.

## STORMS

The type of storm depends on the chosen map.

## SENTRY GUNS

Sentry guns defend areas against Monster attacks.

## RADIOACTIVE CLOUDS

Radioactive clouds damage Hunters in their vicinity.

## BIRDS

More birds makes it easier to find the Monster.

## PHANTOMS

Phantoms create more hostile encounters for the Hunters.

## MEDBAYS

Medbays allow Hunters to heal and remove strikes.

## MUTATED PLANTS

Mutated plants allow the Monster to restore health when eating them.

## FORCEFIELD

Forcefield walls limit the available space for the Monster to run and hide.

## MAN-EATING EELS

Flooded areas with man-eating eels make environments more dangerous for Hunters.

## SPACE LASER

A laser from space periodically fires at the Monster to severely damage it.

## FALLING SATELLITES

Pieces of satellite fall to the earth that damage Hunters.

## UPGRADED TURRETS

In preparation for the upcoming monster attacks surviving colonists upgraded the defense turrets to do more damage to the Monster.

## ARMORED MINIONS

The Monster minions feasted on recent colonial casualties providing them armor for the upcoming onslaught.



# MATCHMAKING

## CHOOSE YOUR CLASS



Before queuing up for a match of Evolve, you have the opportunity to choose the roles you prefer to play, and Evolve will try to place you in a match where you can play your preferred role. You will rank each role from 1-5, with 1 being the most preferred class, and 5 being the least preferred class. After the initial set up, you can rearrange your preferences at any time by selecting the “Choose Role” option from the Matchmaking menu.

If you are in a party of 2-4 players, your role preferences will be restricted to Hunters only. However, if you are in a party of 5 players, you will automatically be placed into a Custom Match, and the Monster role will be available to everyone.

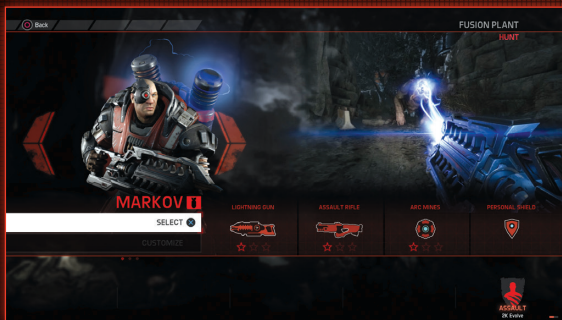
## SEARCHING FOR GAMES


After choosing your Role Preferences and creating a Party with friends, you can search for available matches to play. As you play more Evolve, you will gain Rank based on your XP (experience) earned. Your Rank will help to determine which players you are matched with, in order to keep games competitive and fun.

## COMMUNICATION!

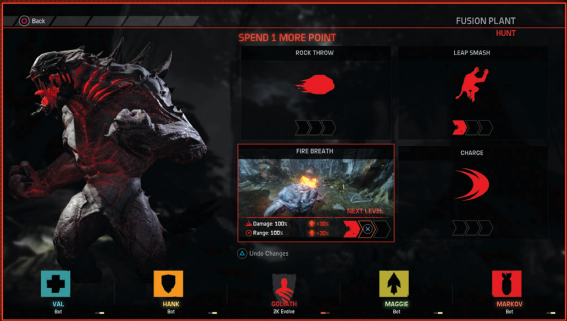
In Evolve, effective communication makes the difference between predators and their prey. While you can press the Right Stick to place a waypoint marker to attract your teammates’ attention to points of interest, we recommend plugging in your favorite headset to enjoy Evolve’s cooperative play experience at its fullest.


# HUNTER CONFIGURATION



Use the left stick to choose a Hunter from those you have currently unlocked. When you've selected a Hunter, press  to select which Perk your Hunter will take into the match.

# MONSTER CONFIGURATION



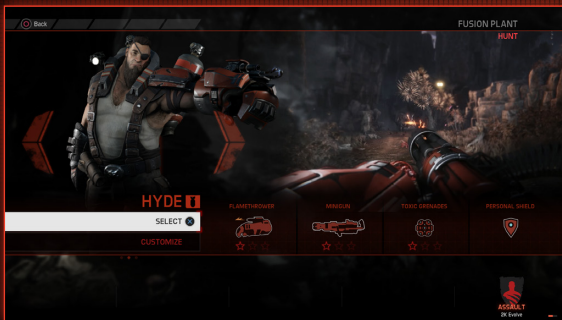
Here you can assign three points to four different ability categories unique to each monster. A maximum of three points can be assigned to an ability category, improving it up to three levels. Press  to reset point assignments and start over. Once all ability points are assigned, you can choose a Perk for the Monster.



# HUNTER CLASSES

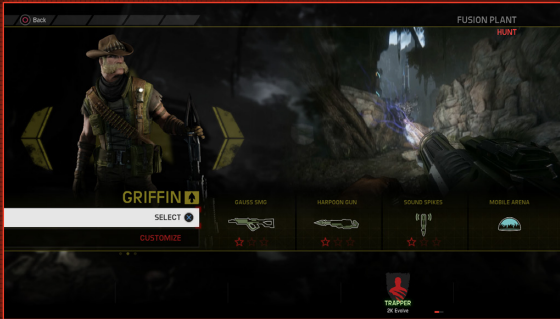
Going on a Hunt requires an experienced, skilled team of Hunters. Each Hunter specializes in a key role that is integral to stopping the Monster's rampage.

## ASSAULT



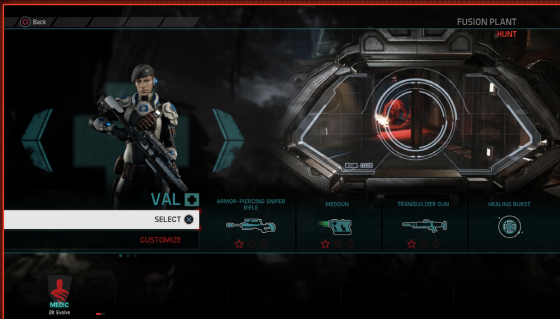
The Assault Hunter's role is to deal damage to the Monster. Playing as this class means going toe-to-toe with the Monster, simultaneously dishing out and bearing the brunt of damage. Heavily armed, Assault Hunters deal massive damage to groups of hostiles at close range as well as dole out rapid-fire medium range punishment. A personal shield allows them to charge in fearlessly, while a complement of specialized weaponry allow for tactical firefights.

## TRAPPER



The Trapper's role on the team is to track, trap, and contain the Monster. Trappers have unique methods and tools that enhance their ability to track down elusive prey. Their mobile arena traps the Monster within its bounds when they close in on the creature. This, in combination with movement-inhibiting traps, creates an opportunity to deal massive damage.

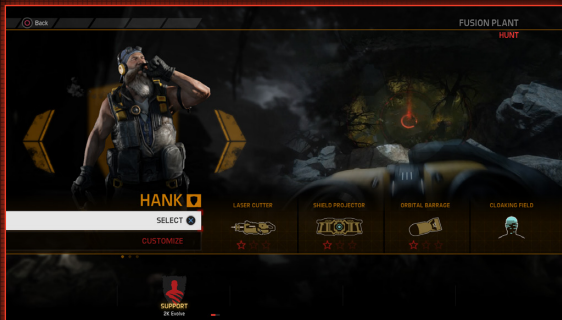
## MEDIC



The Medic's job is to keep the team alive. Medics keep a team of Hunters in top condition, wielding powerful technology that can heal wounds and sometimes even revive the dead. With the ability to heal both themselves and nearby teammates in a flash, it is important for Medics to steer clear of the Monster's attacks to ensure their team's survival.



## SUPPORT



The Support's role is to provide an offensive or defensive tactical advantage for the team depending on the situation. Whether it's shielding a teammate from damage or deploying automated sentries, Support is there by your side. In addition to wielding long-range heavy firepower at critical moments, their cloaking field facilitates quick escapes for both themselves and any teammates within range.

# MONSTERS

More than one Monster lurks on the planet Shear. These three predatory terrors are as diverse as the world in which they live.

## SMELL ABILITY

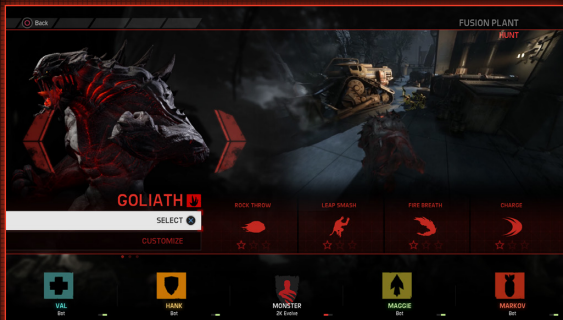


Despite their differences, all three Monsters have a keen sense of smell. Press **R3** to use their smell ability to briefly reveal nearby Hunters and wildlife.

## STEALTH

All three Monsters are also capable of stealthy movement. Press **○** to sneak. While sneaking, it is possible to perform a pounce that strikes silently and kills without alerting any nearby Hunters or wildlife.

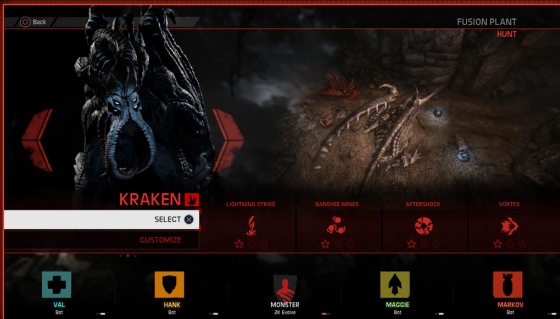
## GOLIATH



Boasting brute strength matched by staggering agility, Goliath scales obstacles and vertical surfaces with ease. From a distance, it can throw boulders large enough to crush multiple hunters at once. It closes distances with a devastating Leap Smash, or a Charge guaranteed to crush anyone caught underfoot. Up close, its Flame Breath chars anything to a crisp.

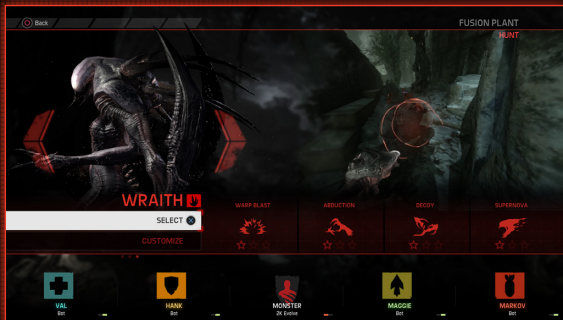


## KRAKEN



The Kraken soars over the battlefield. A dangerous opponent that controls the skies, it summons down an electrifying Lightning Strike or whiplash-inducing Vortex winds to knock back Hunters. In close quarters, its Aftershock fries those in the Kraken's immediate vicinity. Strategic retreats are facilitated by Banshee Mines that automatically home in on Hunters.

## WRAITH



Slithering across the fields of Shear, the Wraith is a master of speed, stealth, and subterfuge. Its powerful Warp Blast teleports the Wraith across short distances and unleashes a powerful explosion. Abduction allows the Wraith to quickly grab a Hunter, pulling its prey away from the action. The Wraith can turn invisible and create a temporary duplicate of itself with the Decoy ability, allowing it to distract even the cleverest Hunters. Finally, its Supernova ability charges the Wraith with massive amounts of bioelectric energy, greatly increasing its melee attack speed.

## SHEAR WILDLIFE



There are diverse ecosystems scattered across the surface of the planet Shear, abundant with natural flora and fauna. Tread lightly. Absent-minded Hunters can quickly fall prey to carnivorous plants, wild beasts, and other environmental hazards which can leave them vulnerable to Monsters.



## EVOLVE OR DIE

Apex predators at the top of the food chain, Monsters prey on everything around them. Kill wildlife and hold **L2** to feed on their corpses.

### FEEDING & ARMOR

The blue meter on the Monster HUD indicates your armor. Damage depletes your armor, and feeding on wildlife and dead hunters replenishes it. When no Armor remains, the Monster begins to lose Health and, once lost, can only be restored by evolving or by gaining specific buffs.

### EVOLVING



Pay close attention to the circular energy meter that fills as you feed on wildlife. Once full, you can evolve by pressing and holding **L2** + **R2**. Evolving increases the size, strength, and overall power of your Monster. In addition, you can allocate additional points to your Monster's abilities to improve their effectiveness.

## ELITE CREATURES



Keep an eye out for Elite Creatures: they are albino wildlife that reward you with Buffs when you kill them. Both Hunters and Monsters benefit from taking one of these beasts down.

## 2K SUPPORT INFORMATION

For technical and Customer Support, please visit the 2K website <http://support.2k.com> where you will find answers to the most frequently asked questions in the self-help knowledge database.

If this does not solve your problem then you can submit your query by clicking on the “SUBMIT A REQUEST” tab.

## 2K EVOLVE NORTH DEVELOPMENT TEAM

Aaron T Heuser  
Adam Dolin  
Daniel Manley  
EJ Samuel  
Erik J Caponi  
Etienne Grunenwald  
Fred Zeleny  
Jacob C Palmer  
Jarrette Torcedo  
Jason Sereno  
Jeanne Anderson  
Jiaoyang Sun  
Leslie Harwood  
Michael Vincent Castro  
P.J. Leffelman  
Peter Turner  
Scott Napp  
Sonny Santa Maria  
Stephen Babb  
Terry Nass

PUBLISHED BY 2K  
2K is a publishing label of Take-Two  
Interactive Software, Inc.

## 2K PUBLISHING

PRESIDENT  
Christoph Hartmann

C.O.O.  
David Ismailer

## 2K PRODUCT DEVELOPMENT

VP, PRODUCT DEVELOPMENT  
John Chowanec

DIRECTOR OF PRODUCT  
DEVELOPMENT  
Melissa Miller

EXECUTIVE PRODUCER  
Denby Grace

SR. PRODUCER  
Michael J. Boccieri

ASSOCIATE PRODUCERS  
Casey Coleman  
Dan Schmittou  
Andrew Webster

PRODUCTION ASSISTANTS  
Dave Blank  
Ben Holschuh  
Scott James  
Nick Syrovatka

DIGITAL RELEASE COORDINATOR  
Tom Drake

DIGITAL RELEASE ASSISTANT  
Myles Murphy

## 2K CREATIVE DEVELOPMENT

VP, CREATIVE DEVELOPMENT  
Josh Atkins

CREATIVE DIRECTOR  
Eric Simonich

DIRECTOR OF CREATIVE  
PRODUCTION  
Jack Scalici

DIRECTOR OF RESEARCH AND  
PLANNING  
Mike Salmon

SR. MARKET RESEARCHER  
David Rees

SR. WRITER  
Walt Williams

SR. MANAGER OF CREATIVE  
PRODUCTION  
Josh Orellana

CREATIVE PRODUCTION  
COORDINATOR  
Kaitlin Bleier

CREATIVE PRODUCTION  
ASSISTANTS  
William Gale  
Megan Rohr

MOTION CAPTURE SUPERVISOR  
David Washburn

MOTION CAPTURE COORDINATOR  
Steve Park

MOTION CAPTURE LEAD  
INTEGRATOR  
Anthony Tominia

DIGITAL MEDIA SPECIALIST  
J. Mateo Baker

SR. MOTION CAPTURE SPECIALIST  
Jose Gutierrez

MOTION CAPTURE SPECIALISTS  
Gil Espanto  
Jen Antonio

USABILITY RESEARCHER  
Jordan Limor

USER TESTING ASSISTANT  
Jonathan Bonillas  
Justin Sousa



## 2K MARKETING TEAM

SVP, MARKETING  
Sarah Anderson

VP, MARKETING  
Matt Gorman

VP, INTERNATIONAL MARKETING  
Matthias Wehner

SR. PRODUCT MANAGER  
Niklas Karlsson

SR. PRODUCT MANAGER, DIGITAL  
MEDIA  
Kelly Miller

ASSOCIATE PRODUCT MANAGER  
Anaoshak Khavarian

SENIOR DIRECTOR OF  
COMMUNICATIONS, THE  
AMERICAS  
Ryan Jones

PR MANAGER  
Brian Roundy  
Scott Pytlík

SR. DIRECTOR, MARKETING  
PRODUCTION  
Jackie Truong

ASSOCIATE MARKETING  
PRODUCTION MANAGER  
Ham Nguyen

MARKETING PRODUCTION  
ASSISTANT  
Nelson Chao

SR. GRAPHIC DESIGNER  
Christopher Maas

MARKETING ASSETS  
COORDINATOR  
Jeneane Wagner

VIDEO PRODUCTION MANAGER  
Kenny Crosbie

VIDEO EDITORS  
Michael Regelean  
James Slaven

ASSOCIATE VIDEO EDITORS  
Doug Tyler  
Nick Pylvanainen

DIRECTOR, TRADE SHOWS &  
EVENTS  
Lesley Zinn Abarcar

EVENTS MANAGER  
David Iskra

CREATIVE DIRECTOR  
Gabe Abarcar

WEB DIRECTOR  
Nate Schaumburg

WEB DESIGNER  
Keith Echevarria

WEB DEVELOPER  
Alex Beuscher

WEB PRODUCER  
Tiffany Nelson

CHANNEL MARKETING  
MANAGER  
Anna Nguyen

ASSOCIATE CHANNEL  
MARKETING MANAGER  
Marc McCurdy

SR. MANAGER, COMMUNITY  
AND CONTENT  
Darren Gladstone

COMMUNITY AND SOCIAL MEDIA  
MANAGER  
John Imah

SR. CUSTOMER SERVICE  
MANAGER  
Ima Somers

CUSTOMER SERVICE MANAGER  
David Eggers

KNOWLEDGE BASE COORDINATOR  
Mike Thompson

SR. MANAGER OF PARTNERSHIPS  
& LICENSING  
Jessica Hopp

PARTNER MARKETING MANAGER  
Dawn Earp

DIGITAL MARKETING  
COORDINATOR  
Ashley Landry  
Kelsie Lahti

MARKETING ASSISTANT  
Kenya Sancristobal

## 2K OPERATIONS

VP, STUDIO OPERATIONS  
Kate Kellogg

VP, LEGAL  
Peter Welch

VP, BUSINESS DEVELOPMENT  
Steve Lux

DIRECTOR OF OPERATIONS  
Dorian Rehfield

LICENSING/OPERATIONS  
SPECIALIST  
Xenia Mul

OPERATIONS MANAGER  
Ben Kvalo

OPERATIONS COORDINATOR  
Peter Driscoll

## 2K CORE TECH

VP, TECHNOLOGY  
Naty Hoffman

DIRECTOR OF TECHNOLOGY  
Simon Golding  
Online Architect  
Louis Ewens

PRINCIPAL TECHNICAL ARTIST  
Jonathan Tilden

SR. R&D ENGINEER  
Markus Breyer

SOFTWARE ENGINEER  
Jack Liu

## MY2K TEAM

SR. ARCHITECT  
David R. Sullivan

JR. TECHNICAL PRODUCER  
Nick Silva

SR. SOFTWARE ENGINEERS  
Alberto Covarrubias  
Fraser Hutchinson  
Adam Lupinacci  
Dale Russell  
Sky Schulz

SOFTWARE ENGINEERS  
Scott Barrett  
Marc Fletcher  
Kai Xu

## 2K IT

DIRECTOR, 2K IT  
Rob Roudebush

IT MANAGER  
Bob Jones

SR. NETWORK/SYSTEMS  
ENGINEER  
Russell Mains

SYSTEMS ENGINEER  
Jon Heysek  
Lee Ryan

SYSTEMS ADMINISTRATOR  
Fernando Ramirez

JR. SYSTEMS ADMINISTRATOR  
Tareq Abbassi  
Scott Alexander  
Davis Krieghoff

IT ANALYST  
Michael Caccia

## 2K ONLINE OPERATIONS

DIRECTOR, ONLINE OPERATIONS  
Tim Holman

SR. MANAGER OF MOBILE  
Jeremy Rosenthal

## 2K QUALITY ASSURANCE

VP OF QUALITY ASSURANCE  
Alex Plachowski

TEST MANAGER  
Doug Rothman

SUBMISSION MANAGER  
Alexis McMullen

IT MANAGER  
Chris Jones

COMPLIANCE SR. LEAD  
Scott Sanford

PROJECT LEAD  
Jason Kolesa

SUPPORT LEADS  
Corey Lay  
Josh Lagerson  
Nathan Bell

SENIOR TESTERS  
Alex Coffin  
Bill Lanker  
Christine Adams  
Jorge Corpeño  
Michael Sobyak  
Ruben Gonzalez

TESTERS  
Charles Bradford  
Glen Jamison  
Zack Gartner  
Alexander McDonough  
Amanda Bassett  
Ana Garza  
Andi Cable  
Andrew Garrett  
Anthony Bertoli  
Anthony Fierro Jr.  
Anthony Zaragoza  
Bar Peretz  
Barbara Mullen  
Branden Nash  
Brian Crew  
Brian Reiss  
Charles Maidman  
Chelsea Habighorst  
Christopher Johnson  
Corey Bradley  
Corey Harrison  
David Benedict  
David Drake  
David Lotruglio  
DeRonta King  
Dijon Ross  
Dolores Reynolds  
Enrique Meza  
Greg Jefferson  
Hal Rydberg  
Hugh Cortney

Jae Maidman  
James Schifflin  
Jan Flugum  
Jennifer Kosh  
Jessica Maciejewski  
Jonathan Williams  
Jordan Wineinger  
Josh Brown-Sage  
Josh Ray  
Joshua Manes  
Justin Wolf  
Kayla Mager  
Kent Benson  
Kristine Romine  
Krystal Hestand  
Kurt Servito  
Kyle Cobos  
Lane Weatherston  
Lionel Brandon  
Mailanee Anderson  
Marci Sousa  
Marshall Strelow  
Matt Cates  
Matt Dingus  
Max Rohrer  
Michael Newsom  
Nathan Craig  
Nicole Millette  
Ozzy Carrillo-Ureno  
Pele Henderson  
Philip Lui  
Raechel Pedroza  
Raquel Treichel  
Regina Moinichen  
Richard Heath  
Robert Bryant  
Ryan Begnaud  
Steven Johnson  
Tanner Gonzales  
Theodore Mills  
Timothy Jones  
Timothy Smith  
Timothy Thompson  
Todd Phillips  
Todd White  
Travis Allen  
Travis Van Essen  
William Cranmer

2K LAS VEGAS IT  
Juan Corral  
Todd Ingram  
Eric Chung

SPECIAL THANKS  
Alexandria Fairchild  
Ashley Fountaine  
David Arnsperger  
David Barksdale  
Dustin Carey  
Eric Zala  
Jeremy Ford  
Jeremy Richards  
Joe Bettis  
Leslie Cullum  
Louis Napolitano  
Rachel Hajewski

## 2K INTERNATIONAL

GENERAL MANAGER  
Neil Ralley

INTERNATIONAL MARKETING  
DIRECTOR  
Siân Evans

INTERNATIONAL PRODUCT  
MANAGER  
Warner Guinée

SR. DIRECTOR, INTERNATIONAL  
PR  
Markus Wilding

INTERNATIONAL PR MANAGERS  
Sam Woodward  
Megan Rex

INTERNATIONAL SOCIAL  
MARKETING EXECUTIVES  
Ibrahim Bhatti  
Mitko Lambov

## 2K INTERNATIONAL PRODUCT DEVELOPMENT

INTERNATIONAL PRODUCERS  
Iain Willows  
Scott Morrow

LOCALIZATION MANAGER  
Nathalie Mathews

ASSISTANT LOCALIZATION  
MANAGER  
Arsenio Formoso

EXTERNAL LOCALIZATION TEAMS  
Synthesis Global Solutions

Localization tools and support provided  
by XLOC Inc.

## 2K INTERNATIONAL QUALITY ASSURANCE

LOCALIZATION QA MANAGER  
Jose Minana

MASTERING ENGINEER  
Wayne Boyce

MASTERING TECHNICIAN  
Alan Vincent

LOCALIZATION QA PROJECT LEAD  
Oscar Pereira

LOCALIZATION QA LEADS  
Elmar Schubert  
Fabrizio Mariani  
Florian Genthon  
Karim Cherif

SR. LOCALIZATION QA  
TECHNICIANS  
Alba Loureiro  
Christopher Funke  
Cristina La Mura  
Enrico Sette  
Harald Raschen  
Jose Olivares



## LOCALIZATION QA TECHNICIANS

Alessandro Testa  
David Swan  
Denis Stankus  
Etienne Dumont  
Gabriel Uriarte  
Iris Loison  
Javier Vidal  
Jihye Kim  
Johanna Cohen  
Luca Magni  
Manuel Aguayo  
Martin Schücker  
Mélissa Bordonado  
Namer Merli  
Norma Hernandez  
Pablo Menéndez  
Pierre Tissot  
Roland Habersack  
Seon Hee C. Anderson  
Sergio Accettura  
Stefan Rossi  
Timur Khorev

## DESIGN TEAM

James Crocker  
Tom Baker

## 2K INTERNATIONAL MARKETING

& PR TEAM  
Agnès Rosique  
Alan Moore  
Ben Lawrence  
Ben Seccombe  
Bernardo Hermoso  
Carlo Volz  
Catherine Vandier  
Dan Cooke  
Diane Freitag  
Dominique Connolly  
Erica Denning  
Jan Sturm  
Jean-Paul Hardy  
Jesús Sotillo  
Lieke Mandemakers  
Matt Roche  
Natalie Gausden  
Olivier Troit  
Richie Churchill  
Sandra Melero

Simon Turner  
Stefan Eder

## TAKE-TWO INTERNATIONAL OPERATIONS

Anthony Dodd  
Martin Alway  
Nisha Verma  
Phil Anderton  
Denisa Polcerova

## 2K CHINA

### PRODUCER

Su Lu

### GENERAL MANAGER

Jace Yang

### VP OF PRODUCTION

Liu Jing

## 2K ASIA TEAM

### SR. MARKETING DIRECTOR

Jason Wong

### ASIA MARKETING MANAGER

Diana Tan

### ASIA PRODUCT MANAGER

Chris Jennings

### JAPAN MARKETING MANAGER

Takahiro Morita

### LOCALIZATION MANAGER

Yosuke Yano

### LOCALIZATION ASSISTANT

Yasutaka Arita

### TAKE-TWO ASIA OPERATIONS

Eileen Chong  
Veron Khuan  
Chermine Tan

## TAKE-TWO ASIA BUSINESS DEVELOPMENT

Erik Ford  
Andrew Donovan  
Ellen Hsu  
Henry Park  
Satoshi Kashiwazaki  
Fumiko Okura

## 2K CHINA QUALITY ASSURANCE

### QA DIRECTOR

Zhang Xi Kun

### LOCALIZATION QA SUPERVISOR

Steve Manners

### EVOLVE LOCALIZATION QA LEAD

Chu Jin Dan

### LOCALIZATION QA LEADS

Shen Wei  
Zhu Jian  
Li Sheng Qiang

### LOCALIZATION QA TECHNICIANS

Sun Fu Dong  
Kan Liang  
Mao Ling Jie  
Wang Yi Min  
Qin Qi  
Ning Xu  
Wei Xin  
Tang Shu  
Wu Heng

### FOX SOUND STUDIOS

Rick Fox  
Victoria Fox

## VOICE OVER PERFORMERS

ABE  
Matt Mercer

BUCKET  
Peter Jessop

CABOT  
Daniel Riordan

CAIRA  
Fryda Wolff

GRIFFIN  
JB Blanc

HANK  
William Salyers

HYDE  
Ben Crowe

LAZARUS  
Tom Mardirosian

MAGGIE  
Cherise Boothe

MARKOV  
Dimtri Diatchenko

PARNELL  
Dorian Lockett

VAL  
Courtenay Taylor

COMMANDER PARK  
Kate Higgins

ADDITIONAL VOICES  
Dee Bradley Baker  
Brian Bloom  
Kimberly D. Brooks  
Feodor Chin  
Brian T. Delaney  
Dave Fennoy

Anna Graves  
Liam O'Brien  
Jonathan Roumie  
Rick Wasserman  
Fred Tatasciore

MOTION CAPTURE PERFORMERS  
Brian Bloom  
Yorgo Constantine  
Lyndsy Kail  
Michelle Lee  
TJ Storm  
America Young  
Todd Soley

SUPERVISING DIALOG EDITOR  
Dante Fazio

DIALOG EDITORS  
Dan Francis  
Austin Krier  
Sean Madsen  
Stephen Salvaggio  
Sara Wilt

SOUND CONSULTANT  
Charles Deenen

CINEMATIC MIXER  
Erik Foreman

## VOICE OVER RECORDING STUDIOS

### LIME STUDIOS

DIALOG RECORDIST  
Tom Paolantonio

PRODUCER  
Susie Boyajan

## POMANN SOUND

DIALOG RECORDISTS  
Max Conklin  
Rich Cerbini

PRODUCER  
Josh Moyer

## SOUND LOUNGE

DIALOG RECORDISTS  
Justin Kooy  
Josh Wilson

PRODUCER  
Harrison Navelansky

## MOTION CAPTURE RECORDING STUDIO

### HOUSE OF MOVES

CEO  
Brian Rausch

DEVELOPMENT MANAGER  
Jimmy Corvan

TECHNICAL SUPERVISOR  
DJ Hauck

SENIOR PRODUCER  
Heather McCann

PRODUCER  
Colleen Crosby

LINE PRODUCER  
Katie David

STAGE MANAGER  
Troy Reynolds

## STAGE ASSIST/QA

Brian Wilson  
Capture Operator  
Annie Wildmoser

## VIDEO LEAD

Nikola Dupkanic

## CAMERA OPERATORS

Paul Sun  
Kyle Klutz  
Elisha Christian

## PIPELINE TD

Chad Provencher

## MUSIC COMPOSED BY

Jason Graves  
Lustmord  
Charlie Clouser

# ADDITIONAL DEVELOPMENT

## AGORA GAMES

### STUDIO DIRECTOR

Steven Flenory

### PRODUCTION TEAM

Elliott Haase  
Nicholas Cesare  
Brett Mcneff  
Samantha Toews

### ENGINEERING TEAM

Aaron Westendorf  
Andrew Andkjar  
Brad LaFountain  
David Czarnecki  
David Andrade  
Graylin Kim  
Jack Letourneau  
John Gibson  
Matt Wilson  
Paul Ventura  
Vitaly Babyi

## APPLIED CINEMATICS

Michael O'Rourke  
Jason Flynn

## BATKIN CONSULTING INC.

Boris Batkin  
Vadim Shcherbakov

## BLIND SQUIRREL GAMES INC.

### EXECUTIVE PRODUCER/ CEO

Brad Hendricks

### DIRECTOR OF ENGINEERING

Matthew Fawcett

### LEAD AI ENGINEER

David Forrest

### NETWORK ENGINEER

Mike Winfield

### ENGINEERS

Luke Mordarski  
Justin Hilton

### UI ENGINEERS

Jason Neal  
John Plou

### RENDERING ENGINEER

Sal Llamas

### ENGINEER

Chris Lierman

### DIRECTOR OF ART/ LEAD ARTIST

Alan Lee

### SR. ENVIRONMENTAL ARTIST

Koy VanOteghem

### ENVIRONMENT ARTISTS

Scott Army  
Galen Davis

### LEAD CONCEPT ARTIST

Jeff Zugale

## CONCEPT ARTIST

Jason Hazelroth

## LEAD ANIMATOR

Craig Dragaset

## UI ARTIST

Yvonne Chung

## CHARACTER ARTISTS

Vidonn Medina  
Jon Finch  
Cochey Cantu

## EVOLVE FONTS CREATED

EXCLUSIVELY FOR 2K BY CHANK  
CO OF MINNEAPOLIS, MN.

FONTS DESIGNED BY CHANK DIESEL  
AND MARI MIHAI

## ADDITIONAL DEVELOPMENT

### SUPPORT BY CRYTEK

Alexander Marschal  
Caleb Essex  
Carsten Wenzel  
Chris Bolte  
Dancho Makaveev  
Doe Kim

Dominik Friedrich  
Eric Werner  
Hanno Hagedorn  
Harald Zlattinger  
Ivo Zoltan Frey  
Jason Cole

Jean Geffroy  
Liam Cullen  
Luke Adwick  
Michael Kelleher  
Michael Nagasaka  
Nicolas Schulz  
Patrick Gamble  
Pierre Donzallaz  
Rashad Redic  
Rob Stoneman  
Travis Ramsdale  
Frieder Erdmann  
Chris Raine  
Achim Lang  
Adam Booth  
Adam Johnson



Anton Knyazyev  
Axel Gneiting  
Carl Jones  
Chris Brunning  
Christian Werle  
Christopher Ziliotto  
David Paul Kaye  
Dmitry Tishkov  
Gabriel Rodriguez-Hernandez  
Ivo Herzeg  
Jaesik Hwang  
Jan Pinter  
Leander Beernaert  
Marco Hopp  
Mathieu Pinard  
Matthijs van der Meide  
Michiel Meesters  
Mikhail Korotyayev  
Nicola Pirker  
Paul Bennett  
Rune Rask Langkilde  
Sascha Hoba  
Sean Tracy  
Scott Fitzgerald  
Scott Peter  
Sergei Shaykin  
Sergey Sokov  
Thomas Wollenzin  
Valerio Guagliumi

“EVOLVE FOOTPRINT” TITLE  
CARD BY  
DIGITAL PRODUCTION COMPANY:  
DIGITAL DOMAIN

PRESIDENT, ADVERTISING &  
GAMES  
Rich Flier

EXECUTIVE PRODUCER/HEAD OF  
PRODUCTION  
Scott Gemmell

VFX SUPERVISOR  
Aladino Debert

VFX PRODUCER  
Rachel Mariscal

VFX ASSOCIATE PRODUCER  
Alex Michael

CG SUPERVISOR  
Lee Carlton

COMPOSITING SUPERVISOR  
Michael Melchiorre

CG GENERALIST  
Casey Benn

FX TECHNICAL DIRECTOR  
Hiroshi Tsubokawa

COMPOSITOR  
Nicole Yoblonski

## D-MANN PRODUCTIONS

FOLEY RECORDIST  
Darrin Mann

## EARBASH AUDIO, INC.

PRINCIPAL/SOUND DESIGNER  
Yuan Liu

PRINCIPAL/SOUND DESIGNER  
Rebecca Liu

## EIGHT BALL SOUND INC.

LEAD SOUND DESIGNER  
Caron Weidner

SOUND DESIGNER  
Mike Schapiro

## HALON ENTERTAINMENT LLC

CINEMATIC DIRECTOR  
Daniel D. Gregoire

TECHNICAL ARTIST  
Paul Forgy

ENGINE SPECIALISTS  
Eric Ruskoski  
Jason Choi

CINEMATIC ANIMATORS  
Robert Diaz  
Craig D. McPherson  
Todd Patterson  
Kennedy DiGiordano  
Paolo Joel Ziemba

MOTION CAPTURE ARTISTS  
Travis Yee  
Jerry Zigounakis  
Andrew Moffett

COMP ARTIST  
Zachary Wong

LIGHTING ARTIST  
Youna Kang

SENIOR PRODUCER  
Patrice Avery

PRODUCTION COORDINATOR  
Clayton Shank

## ILLFONIC

PRESIDENT  
Charles Brungardt

STUDIO DIRECTOR  
Kedhrin Gonzalez

LEAD PROGRAMMER  
Paul Jackson

VFX ARTIST  
Bill Kladis

VFX ARTIST  
Matt Hubel

## LAYER MEDIA

### CREATIVE DIRECTOR

Brennan Ieyoub

### ART DIRECTOR

Matt Gravish

### PRODUCER

Sean Rivers

### SOUND DESIGN

Craig Beridon

### ASSOCIATE PRODUCER

Robert Rivers

## LIQUID DEVELOPMENT

### CEO

Fred Stockton

### ACCOUNT MANAGER

Heather Dyer

### PROJECT DIRECTOR

Darren Bartlett

### CREATIVE DIRECTOR

Stefan Henry-Biskup

### CONCEPT ART MANAGER

Marshall Short

### PRODUCTION COORDINATOR

Jose Montanez

### ANIMATION MANAGER

Jason Baskett

### LEAD ARTISTS

Tony Clark

Jane Dangolia

### 3D ARTISTS

Andy Bruning

Ankit Garg

Anupam Mehta

Cedric Seaut

Chris Dong

Eric Montanari

Erik Litzsey

Gabe Selinger

Gurjeet Singh

Hosseini Diba

Jennifer Dang

Johnny Xiao

Kevin Dryad

Luis Santos

Manuel Noyola

Mario Colindres

Mashru Mishu

Pablo Vicentin

Renesh Poolathody

Royal Sybrandt

Sri Ram Chandra

Teh Vang

Tim Feeney

Vimal Kerkatta

Yogesh Sharma

### TEXTURE ARTISTS

David Talaski

Nick Silva

Sang Jin Hong

Sarah Francian

Steven Locklear

### MASS MEDIA

Mike Anstine

Clarissa Asam

Joshua Buckley

Benjamin Callaway

Joe David

Andy Green

Ken Jordan

Colby Koch

Dan Pinal

Kelly Ramlow

Roman Scharnberg

Ryan Snow

Nigel Spencer

Gabe Sventek

David Todd

Robert Toone

Oleg Vasilyev

Stan Vasilyev

Thomas Wilson

## METRICMINDS

### MANAGING PARTNER

Philip Weiss

### PROJECT MANAGEMENT

Simon Heinz

### LEAD CINEMATIC ARTIST

Matthias Müller

### CINEMATIC ARTISTS

Philip Erdsiek

Adrian Loew

Laurentiu Nastasa

Jan Klasen

Tobias Scholz

### ANIMATION / MOTION EDITING

Simon Crossan

Daniel Lange

Dimitri Joseph

Joel Fisher

### MODELLING

Maximilian Keilich

### MOCAP CLEAN UP

René Dose

Dimitri Joseph

Julian Zalac

Dawid Wieczorek

### IT

Christian Dreher

### ADDITIONAL TOOLS

### DEVELOPMENT BY ROBOTIC ARM

### SOFTWARE

Dan Goodman

Peter Hoff

## SOUND SATISFACTION

FOLEY ARTIST  
Gregg Barbanell

## TEAM ONE

CREATIVE  
Phil Henson  
Patrick O'Rourke  
Jim Darling  
Ken Bones

STRATEGY  
Ashleigh Edwards  
Cathy Gribble

PRODUCTION  
Julie Bedard  
Alissa Kovall  
Kevin Shuster  
Lynn Welsh  
Jenny Valladares

ACCOUNT  
Drew Porter  
Nathan Smith  
Erica Kim  
Bailey Jones

## VIRTUOUS GAMES

GENERAL MANAGER  
Vivian Tian

DIRECTOR OF BUSINESS  
DEVELOPMENT  
Philippe Angely

PRODUCER  
Ming Shenliang

ART DIRECTOR  
Zhang Chong

TEAMLEADER  
Liu Lingfeng

ARTIST  
Huang Junfeng  
Chen Zuo  
Han Pan  
Gong Lei  
Qin Tao  
Xu Dongfang  
Yang Chuanfeng  
Ying Wei  
Luo Wei  
He Bing

## WINKING ENTERTAINMENT LTD.

ART DIRECTOR  
Lin Yong Min

PROJECT MANAGER  
Cindy Geng/Brandon Huang

BUSINESS DEVELOPMENT  
MANAGER  
Rita Liu

CHARACTER ART DIRECTOR  
Zheng Sun

CHARACTER ART LEAD  
Chen Suyan

CHARACTER ARTISTS  
Shen Runyi  
Liu Xiaodong  
Sui Shi Qi  
Shen Yaotian  
Liu Jiaojiao  
Zhao Dong  
Shi Nian  
He Zhenyu

ENVIRONMENT ART DIRECTOR  
Da Liu

ENVIRONMENT ART LEAD  
Xu Xiangfeng

ENVIRONMENT ARTISTS  
Yang Jamin  
Xin Yikun  
Sun Chenfei  
Fan Yunhai  
Wu Junjian

CONCEPT ART DIRECTOR  
He Caozhen

CONCEPT ART LEAD  
Zeng Liang

CONCEPT ARTISTS  
Li Yuan  
Chen Qianmo  
Mou Yujiang  
Qiu Qingfeng

ADDITIONAL CONCEPT ART  
Nicholas Stohman



## SPECIAL THANKS

Strauss Zelnick  
Karl Slatoff  
Lainie Goldstein  
Seth Krauss  
Jordan Katz  
David Cox  
Steve Glickstein  
Take-Two Sales Team  
Take-Two Digital Sales Team  
Take-Two Channel Marketing Team  
Siobhan Boes  
Hank Diamond  
Alan Lewis  
Daniel Einzig  
Christopher Fiumano  
Pedram Rahbari  
Jenn Kolbe  
Greg Gibson  
Justyn Sanderford  
Take-Two Legal Team  
Jonathan Washburn  
DB Sinclair & JParty  
Michael Howard  
Doug MacLeod  
David Boutry  
Juan Chavez  
Rajesh Joseph  
Gaurav Singh  
Barry Charleton  
Jon Titus  
Gail Hamrick  
Tony MacNeill  
Sotika Nou  
Chris Bigelow  
Brooke Grabrian  
Katie Nelson  
Chris Burton  
Aly Fidiham-Smith  
Christina Vu  
Betsy Ross  
Pete Anderson  
Oliver Hall  
Nick Bubblitz  
Maria Zamaniego  
Danielle Williams  
Nicole Hillenbrand  
Sasha de Guzman  
Victoria Zaragoza

Gwendoline Oliviero  
Neil Foster  
Ariel Owens-Barham  
Karia Duarte  
Adam Wexler  
Access Communications  
Alienware  
Amazon Web Services  
AMD  
Arxan Technologies, Inc.  
AV Images  
Ayzenberg Group  
Codejock Software Solutions  
Frank N Magid Associates  
Freddie Georges Production Group  
Intel  
JetBrains S.R.O.  
Kathy Lee-Fung  
Layer Media  
MODCo Media  
Nvidia  
Perforce Software  
Petrol Advertising  
Q & A Research  
Qualtrics  
Team One Advertising  
Turtle Beach  
Xoreax

# LIMITED SOFTWARE WARRANTY AND LICENSE AGREEMENT

This limited software warranty and license agreement (this "Agreement") may be periodically updated and the current version will be posted at [www.take2games.com/eula](http://www.take2games.com/eula) (the "Website"). Your continued use of the Software after a revised Agreement has been posted constitutes your acceptance of its terms.

THE "SOFTWARE" INCLUDES ALL SOFTWARE INCLUDED WITH THIS AGREEMENT, THE ACCOMPANYING MANUAL(S), PACKAGING, AND OTHER WRITTEN FILES, ELECTRONIC OR ON-LINE MATERIALS OR DOCUMENTATION, AND ANY AND ALL COPIES OF SUCH SOFTWARE AND ITS MATERIALS. THE SOFTWARE IS LICENSED, NOT SOLD. BY OPENING, DOWNLOADING, INSTALLING, COPYING, OR OTHERWISE USING THE SOFTWARE, AND ANY OTHER MATERIALS INCLUDED WITH THE SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT WITH THE UNITED STATES COMPANY TAKE-TWO INTERACTIVE SOFTWARE, INC. ("LICENSOR"), AS WELL AS THE PRIVACY POLICY LOCATED AT [www.take2games.com/privacy](http://www.take2games.com/privacy) AND TERMS OF SERVICE LOCATED AT [www.take2games.com/legal](http://www.take2games.com/legal).

PLEASE READ THIS AGREEMENT CAREFULLY. IF YOU DO NOT AGREE TO ALL THE TERMS OF THIS AGREEMENT, YOU ARE NOT PERMITTED TO OPEN, DOWNLOAD, INSTALL, COPY, OR USE THE SOFTWARE.

## LICENSE

Subject to this Agreement and its terms and conditions, Licensor hereby grants you a nonexclusive, non-transferable, limited, and revocable right and license to use one copy of the Software for your personal, non-commercial use for gameplay on a single Game Platform (e.g. computer, mobile device, or gaming console) unless otherwise expressly specified in the Software documentation. Your license rights are subject to your compliance with this Agreement. The term of your license under this Agreement shall commence on the date that you install or otherwise use the Software and ends on the earlier date of either your disposal of the Software or the termination of this Agreement (see below).

The Software is licensed, not sold, to you, and you hereby acknowledge that no title or ownership in the Software is being transferred or assigned and this Agreement should not be construed as a sale of any rights in the Software. Licensor retains all right, title, and interest to the Software, including, but not limited to, all copyrights, trademarks, trade secrets, trade names, proprietary rights, patents, titles, computer codes, audiovisual effects, themes, characters, character names, stories, dialog, settings, artwork, sounds effects, musical works, and moral rights. The Software is protected by U.S. copyright and trademark law and applicable laws and treaties throughout the world. The Software may not be copied, reproduced, or distributed in any manner or medium, in whole or in part, without prior written consent from Licensor. Any persons copying, reproducing, or distributing all or any portion of the Software in any manner or medium, will be willfully violating the copyright laws and may be subject to civil and criminal penalties in the U.S. or their local country. Be advised that U.S. copyright violations are subject to statutory penalties of up to \$150,000 per violation. The Software contains certain licensed materials and Licensor's licensors may also protect their rights in the event of any violation of this Agreement. All rights not expressly granted under this Agreement are reserved by Licensor and, as applicable, its licensors.

## LICENSE CONDITIONS

You agree not to: commercially exploit the Software;

distribute, lease, license, sell, rent, convert into convertible currency, or otherwise transfer or assign the Software, or any copies of the Software, including but not limited to Virtual Goods or Virtual Currency (defined below) without the express prior written consent of Licensor or as expressly set forth in this Agreement;

make a copy of the Software or any part thereof (other than as set forth herein);

make a copy of the Software available on a network for use or download by multiple users;

except as otherwise specifically provided by the Software or this Agreement, use or install the Software (or permit others to do same) on a network, for on-line use, or on more than one computer or gaming unit at the same time;

copy the Software onto a hard drive or other storage device in order to bypass the requirement to run the Software from the included CD-ROM or DVD-ROM (this prohibition does not apply to copies in whole or in part that may be made by the Software itself during installation in order to run more efficiently);

use or copy the Software at a computer gaming center or any other location-based site; provided, that Licensor may offer you a separate license agreement to make the Software available for commercial use;

reverse engineer, decompile, disassemble, display, perform, prepare derivative works based on, or otherwise modify the Software, in whole or in part;

remove or modify any proprietary notices, marks, or labels contained on or within the Software;

restrict or inhibit any other user from using and enjoying any online features of the Software;

cheat or utilize any unauthorized robot, spider, or other program in connection with any online features of the Software;

violate any terms, policies, licenses, or code of conduct for any online features of the Software; or transport, export, or re-export (directly or indirectly) into any country forbidden to receive the Software by any U.S. export laws or regulations or U.S. economic sanctions or otherwise violate any laws or regulations, or the laws of the country in which the Software was obtained, which may be amended from time to time.



**ACCESS TO SPECIAL FEATURES AND/OR SERVICES, INCLUDING DIGITAL COPIES:** Software download, redemption of a unique serial code, registration of the Software, membership in a third-party service and/or membership in a Licensor service (including acceptance of related terms and policies) may be required to activate the Software, access digital copies of the Software, or access certain un-lockable, downloadable, online, or other special content, services, and/or functions (collectively, "Special Features"). Access to Special Features is converted to a single User Account (as defined below) per serial code and access to Special Features cannot be transferred, sold, leased, licensed, rented, lent into convertible virtual currency, or re-registered by another user unless otherwise expressly specified. The provisions of this paragraph supersede any other term in this Agreement.

**TRANSFER OF PRE-RECORDED COPY LICENSE:** You may transfer the entire physical copy of pre-recorded Software and accompanying documentation on a permanent basis to another person as long as you retain no copies (including archival or backup copies) of the Software, accompanying documentation, or any portion or component of the Software or accompanying documentation, and the recipient agrees to the terms of this Agreement. Transfer of the pre-recorded copy license may require you to take specific steps, as set forth in the Software documentation. You may not transfer, sell, lease, license, rent, or convert into convertible virtual currency any Virtual Currency or Virtual Goods except as expressly set forth in this Agreement or with Licensor's prior written consent. Special Features, including content otherwise unavailable without a single-use serial code, are not transferable to another person under any circumstances, and Special Features may cease functioning if the original installation copy of the Software is deleted or the pre-recorded copy is unavailable to the user. The Software is intended for private use only. NOTWITHSTANDING THE FOREGOING, YOU MAY NOT TRANSFER ANY PRE-RELEASE COPIES OF THE SOFTWARE.

**TECHNICAL PROTECTIONS:** The Software may include measures to control access to the Software, control access to certain features or content, prevent unauthorized copies, or otherwise attempt to prevent anyone from exceeding the limited rights and licenses granted under this Agreement. Such measures may include incorporating license management, product activation, and other security technology in the Software and monitoring usage, including, but not limited to, time, date, access, or other controls, counters, serial numbers, and/or other security devices designed to prevent the unauthorized access, use, and copying of the Software, or any portions or components thereof, including any violations of this Agreement. Licensor reserves the right to monitor use of the Software at any time. You may not interfere with such access control measures or attempt to disable or circumvent such security features, and if you do, the Software may not function properly. If the Software permits access to Special Features, only one copy of the Software may access those Special Features at one time. Additional terms and registration may be required to access online services and to download Software updates and patches. Only Software subject to a valid license can be used to access online services, including downloading updates and patches. Except as otherwise prohibited by applicable law, Licensor may limit, suspend, or terminate the license granted hereunder and access to the Software, including, but not limited to, any related services and products, at any time without notice for any reason whatsoever.

**USER CREATED CONTENT:** The Software may allow you to create content, including, but not limited to, a gameplay map, scenario, screenshot, car design, item, or video of your game play. In exchange for use of the Software, and to the extent that your contributions through use of the Software give rise to any copyright interest, you hereby grant Licensor an exclusive, perpetual, irrevocable, fully transferable, and sub-licensable worldwide right and license to use your contributions in any way and for any purpose in connection with the Software and related goods and services, including, but not limited to, the rights to reproduce, copy, adapt, modify, perform, display, publish, broadcast, transmit, or otherwise communicate to the public by any means whether now known or unknown and distribute your contributions without any further notice or compensation to you of any kind for the whole duration of protection granted to intellectual property rights by applicable laws and international conventions. You hereby waive and agree never to assert any moral rights of paternity, publication, reproduction, or attribution with respect to Licensor's and other players' use and enjoyment of such assets in connection with the Software and related goods and services under applicable law. This license grant to Licensor, and terms above regarding any applicable moral rights, will survive any termination of this Agreement.

**INTERNET CONNECTION:** The Software may require an internet connection to access internet-based features, authenticate the Software, or perform other functions.

**USER ACCOUNTS:** In order to use the Software or a software feature, or for certain features of the Software to operate properly, you may be required to have and maintain a valid and active user account with an online service, such as a third-party gaming platform or social network account ("Third-Party Account"), or an account with Licensor or a Licensor affiliate, as set forth in the Software documentation. If you do not maintain such accounts, then certain features of the Software may not operate or may cease to function properly, either in whole or in part. The Software may also require you to create a Software-specific user account with Licensor or a Licensor affiliate ("User Account") in order to access the Software and its functionality and features. Your User Account log-in may be associated with a Third-Party Account. You are responsible for all use and the security of your User Accounts and any Third-Party Accounts that you use to access and use the Software.

#### **VIRTUAL CURRENCY AND VIRTUAL GOODS**

If the Software allows you to purchase and/or earn through play a license to use Virtual Currency and Virtual Goods, the following additional terms and conditions apply.

**VIRTUAL CURRENCY & VIRTUAL GOODS:** The Software may enable users to (i) use fictional virtual currency as a medium of exchange exclusively within the Software ("Virtual Currency" or "VC") and (ii) gain access to (and certain limited rights to use) virtual goods within the Software ("Virtual Goods" or "VG"). Regardless of the terminology used, VC and VG represent a limited license right governed by this Agreement. Subject to the terms of and compliance with this Agreement, Licensor hereby grants you the nonexclusive, non-transferable, non-sublicensable, limited right and license to use VC and VG obtained by you for your personal non-commercial gameplay exclusively within the Software. Except as otherwise prohibited by applicable law, VC and VG obtained by you are licensed to you, and you hereby acknowledge that no title or ownership in or to VC and VG is being transferred or assigned hereunder. This Agreement should not be construed as a sale of any rights in VC and VG.



VC and VG do not have an equivalent value in real currency and do not act as a substitute for real currency. You acknowledge and agree that Licensor may revise or take action that impacts the perceived value of or purchase price for any VC and/or VG at any time except as prohibited by applicable law. VC and VG do not incur fees for non-use; provided, however, that the license granted hereunder to VC and VG will terminate in accordance with the terms and conditions of this Agreement and the Software documentation, when Licensor ceases providing the Software, or this Agreement is otherwise terminated. Licensor, in its sole discretion, reserves the right to charge fees for the right to access or use VC or VG and/or may distribute VC or VG with or without charge.

**EARNING & PURCHASING virtual currency and virtual goods:** You may have the ability to purchase VC or to earn VC from Licensor for the completion of certain activities or accomplishments in the Software. For example, Licensor may provide VC or VG upon the completion of an in-game activity, such as attaining a new level, completing a task, or creating user content. Once obtained, VC and/or VG will be credited to your User Account. You may purchase VC and VG only within the Software, or through a platform, participating third-party online store, application store, or other store authorized by Licensor (all referred to herein as "Software Store"). Purchase and use of in-game items or currency through a Software Store are subject to the Software Store's governing documents, including but not limited to, the Terms of Service and User Agreement. This online service has been sublicensed to you by the Software Store. GF Licensor may offer discounts or promotions on the purchase of VC, and such discounts and promotions may be modified or discontinued by Licensor at any time without notice to you. Upon completing an authorized purchase of VC from an Application Store, the amount of purchased VC will be credited to your User Account. The Licensor shall establish a maximum amount you may spend to purchase VC per transaction and/or per day, which may vary depending on the associated Software. Licensor, in its sole discretion, may impose additional limits on the amount of VC you may purchase or use, how you may use VC, and the maximum balance of VC that may be credited to your User Account. You are solely responsible for all VC purchases made through your User Account regardless of whether or not authorized by you.

**BALANCE CALCULATION:** You can access and view your available VC and VG in your User Account when logged into your User Account. Licensor reserves the right, in its sole discretion, to make all calculations regarding the available VC and VG in your User Account. Licensor further reserves the right, in its sole discretion, to determine the amount of and manner in which VC is credited and debited from your User Account in connection with your purchase of VG or for other purposes. While Licensor strives to make all such calculations on a consistent and reasonable basis, you hereby acknowledge and agree that Licensor's determination of the available VC and VG in your User Account is final, unless you can provide documentation to Licensor that such calculation was or is intentionally incorrect.

**USING VIRTUAL CURRENCY AND VIRTUAL GOODS:** All purchased in-game Virtual Currency and/or Virtual Goods may be consumed or lost by players in the course of gameplay according to the game's rules applicable to currency and goods, which may vary depending on the associated Software. VC and VG may only be used within the Software, and Licensor, in its sole discretion, may limit use of VC and/or VG to a single game. The authorized uses and purposes of VC and VG may change at any time. Your available VC and/or VG as shown in your User Account will be reduced each time you use VC and/or VG within the Software. The use of any VC and/or VG constitutes a demand against and withdrawal from your available VC and/or VG in your User Account. You must have sufficient available VC and/or VG in your User Account in order to complete a transaction within the Software. VC and/or VG in your User Account may be reduced without notice upon the occurrence of certain events related to your use of the Software: For example, you may lose VC or VG upon the loss of a game or the death of your character. You are responsible for all uses of VC and/or VG made through your User Account, regardless of whether or not authorized by you. You must notify Licensor immediately upon discovering the unauthorized use of any VC and/or VG made through your User Account by submitting a support request.

**NON-REDEEMABLE:** VC and VG may only be redeemed for in-game goods and services. You may not sell, lease, license, or rent VC or VG, convert them into convertible VC. VC and VG may only be redeemed for in-game goods or services and are not redeemable for any sum of money or monetary value or other goods from Licensor or any other person or entity at any time, except as expressly provided herein or otherwise required by applicable law. VC and VG have no cash value, and neither Licensor nor any other person or entity has any obligation to exchange your VC or VG for anything of value, including, but not limited to, real currency.

**NO REFUND:** All purchases of VC and VG are final and under no circumstances will such purchases be refundable, transferable, or exchangeable. Except as prohibited by applicable law, Licensor has the absolute right to manage, regulate, control, modify, suspend, and/or eliminate such VC and/or VG as it sees fit in its sole discretion, and Licensor shall have no liability to you or anyone else for the exercise of such rights.

**NO TRANSFERS:** Any transferring, trading, selling, or exchanging of any VC or VG to anyone, other than in game play using the Software as expressly authorized by Licensor ("Unauthorized Transactions"), including, but not limited to, among other users of the Software, is not sanctioned by Licensor and is strictly forbidden. Licensor reserves the right, in its sole discretion, to terminate, suspend, or modify your User Account and your VC and VG and terminate this Agreement if you engage in, assist in, or request any Unauthorized Transactions. All users who participate in such activities do so at their own risk and hereby agree to indemnify and hold harmless Licensor, its partners, licensors, affiliates, contractors, officers, directors, employees, and agents from all damages, losses and expenses arising directly or indirectly from such actions. You acknowledge that Licensor may request that the applicable Application Store stop, suspend, terminate, discontinue, or reverse any Unauthorized Transaction, regardless of when such Unauthorized Transaction occurred (or has yet to occur) when it suspects or has evidence of fraud, violations of this Agreement, violations of any applicable law or regulation, or any intentional act designed to interfere or that otherwise has the effect of or may have the effect of intervening in any way with the operation of the Software. If we believe or have any reason to suspect that you have engaged in an Unauthorized Transaction, you further agree that Licensor may, in its sole discretion, restrict your access to your available VC and VG in your User Account or terminate or suspend your User Account and your rights to any VC, VG, and other items associated with your User Account.

**LOCATION:** VC is only available to customers in certain locations. You may not purchase or use VC if you are not in an approved location.

## SOFTWARE STORE TERMS

This Agreement and the provision of the Software through any Software Store (including the purchase of VC or VG) is subject to the additional terms and conditions set forth on or in or required by the applicable Software Store and all such applicable terms and conditions are incorporated herein by this reference. Licensor is not responsible or liable to you for any credit card or bank-related charges or other charges or fees related to your purchase transactions within the Software or through a Software Store. All such transactions are administered by the Software Store, not Licensor. Licensor expressly disclaims any liability for any such transactions, and you agree that your sole remedy regarding all transactions is from or through such Software Store.

This Agreement is solely between you and Licensor, and not with any Software Store. You acknowledge that the Software Store has no obligation to furnish any maintenance or support services to you in connection with the Software. Except for the foregoing, to the maximum extent permitted by applicable law, the Software Store will have no other warranty obligation whatsoever with respect to the Software. Any claim in connection with the Software related to product liability, a failure to conform to applicable legal or regulatory requirements, claims under consumer protection or similar legislation or intellectual property infringement are governed by this Agreement, and the Software Store is not responsible for such claims. You must comply with the Software Store Terms of Service and any other Software Store applicable rules or policies. The license to the Software is a non-transferable license to use the Software only on an applicable device that you own or control. You represent that you are not located in any U.S.-embargoed countries or other geographical areas or on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's list or Entity List. The Software Store is a third-party beneficiary to this Agreement and may enforce this Agreement against you.

## INFORMATION COLLECTION & USAGE

By installing and using the Software, you consent to the information collection and usage terms set forth in this section and Licensor's Privacy Policy, including (where applicable) (i) the transfer of any personal information and other information to Licensor, its affiliates, vendors, and business partners, and to certain other third parties, such as governmental authorities, in the U.S. and other countries located outside Europe or your home country, including countries that may have lower standards of privacy protection; (ii) the public display of your data, such as identification of your user-created content or displaying your scores, ranking, achievements, and other gameplay data on websites and other platforms; (iii) the sharing of your gameplay data with hardware manufacturers, platform hosts, and Licensor's marketing partners; and (iv) other uses and disclosures of your personal information or other information as specified in the above-referenced Privacy Policy, as amended from time to time. If you do not want your information used or shared in this manner, then you should not use the Software.

For the purposes all data privacy issues, including the collection, use, disclosure, and transfer of your personal information and other information, the Privacy Policy located at [www.take2games.com/privacy](http://www.take2games.com/privacy), as amended from time to time, takes precedence over any other statement in this Agreement.

## WARRANTY

**LIMITED WARRANTY:** Licensor warrants to you (if you are the initial and original purchaser of the Software but not if you obtain the pre-recorded Software and accompanying documentation as a transfer from the original purchaser) that the original storage medium holding the Software is free from defects in material and workmanship under normal use and service for 90 days from the date of purchase. Licensor warrants to you that the Software is compatible with a personal computer meeting the minimum system requirements listed in the Software documentation or that it has been certified by the gaming unit producer as compatible with the gaming unit for which it has been published. However, due to variations in hardware, software, internet connections, and individual usage, Licensor does not warrant the performance of the Software on your specific computer or gaming unit. Licensor does not warrant against interference with your enjoyment of the Software; that the Software will meet your requirements; that operation of the Software will be uninterrupted or error-free; or that the Software will be compatible with third-party software or hardware or that any errors in the Software will be corrected. No oral or written advice provided by Licensor or any authorized representative shall create a warranty. Because some jurisdictions do not allow the exclusion of or limitations on implied warranties or the limitations on the applicable statutory rights of a consumer, some or all of the above exclusions and limitations may not apply to you.

If for any reason you find a defect in the storage medium or Software during the warranty period, Licensor agrees to replace, free of charge, any Software discovered to be defective within the warranty period as long as the Software is currently being manufactured by Licensor. If the Software is no longer available, Licensor retains the right to substitute a similar piece of Software of equal or greater value. This warranty is limited to the storage medium and the Software as originally provided by Licensor and is not applicable to normal wear and tear. This warranty shall not be applicable and shall be void if the defect has arisen through abuse, mistreatment, or neglect. Any implied warranties prescribed by statute are expressly limited to the 90-day period described above.

Except as set forth above, this warranty is in lieu of all other warranties, whether oral or written, express or implied, including any other warranty of merchantability, fitness for a particular purpose, or non-infringement, and no other representations or warranties of any kind shall be binding on Licensor.

When returning the Software subject to the limited warranty above, please send the original Software only to Licensor address specified below and include: your name and return address; a photocopy of your dated sales receipt; and a brief note describing the defect and the system on which you are running the Software.

## INDEMNITY

You agree to indemnify, defend, and hold Licensor, its partners, licensors, affiliates, contractors, officers, directors, employees, and agents harmless from all damages, losses, and expenses arising directly or indirectly from your acts and omissions to act in using the Software pursuant to the terms of the Agreement.

IN NO EVENT WILL LICENSOR BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM POSSESSION, USE, OR MALFUNCTION OF THE SOFTWARE, INCLUDING, BUT NOT LIMITED TO, DAMAGES TO PROPERTY, LOSS OF GOODWILL, COMPUTER FAILURE OR MALFUNCTION, AND, TO THE EXTENT PERMITTED BY LAW, DAMAGES FOR PERSONAL INJURIES, PROPERTY DAMAGE, OR LOST PROFITS OR PUNI-



TIVE DAMAGES FROM ANY CAUSES OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SOFTWARE, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT, STRICT LIABILITY, OR OTHERWISE, WHETHER OR NOT LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL LICENSOR'S LIABILITY FOR ALL DAMAGES (EXCEPT AS REQUIRED BY APPLICABLE LAW) EXCEED THE ACTUAL PRICE PAID BY YOU FOR USE OF THE SOFTWARE.

IN NO EVENT SHALL LICENSOR'S AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS HEREUNDER BY YOU, REGARDLESS OF THE FORM OF ACTION, EVER EXCEED THE GREATER OF THE FEES PAID BY YOU TO LICENSOR FOR THE PRECEDING TWELVE (12) MONTH PERIOD FOR ANYTHING RELATING TO THE SOFTWARE OR US\$200, WHICHEVER IS GREATER.

BECAUSE SOME STATES/COUNTRIES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS AND/OR THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, DEATH, OR PERSONAL INJURY RESULTING FROM NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT, THESE LIMITATIONS AND/OR EXCLUSIONS AND ANY EXCLUSION OR LIMITATION OTHERWISE RESULTING FROM THE ABOVE INDEMNITY MAY NOT APPLY TO YOU. THIS WARRANTY SHALL NOT BE APPLICABLE SOLELY TO THE EXTENT THAT ANY SPECIFIC PROVISION OF THIS WARRANTY IS PROHIBITED BY ANY FEDERAL, STATE, OR MUNICIPAL LAW, WHICH CANNOT BE PRE-EMPTED. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

WE DO NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM OUR NETWORK AND OTHER PORTIONS OF THE INTERNET, WIRELESS NETWORKS, OR OTHER THIRD-PARTY NETWORKS. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF THE INTERNET AND WIRELESS SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES MAY IMPAIR OR DISRUPT YOUR CONNECTIONS TO THE INTERNET, WIRELESS SERVICES, OR PORTIONS THEREOF. WE CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, WE DISCLAIM ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO THIRD-PARTY ACTIONS OR INACTIONS THAT IMPAIR OR DISRUPT YOUR CONNECTIONS TO THE INTERNET, WIRELESS SERVICES, OR PORTIONS THEREOF OR THE USE OF THE SOFTWARE AND RELATED SERVICES AND PRODUCTS.

#### **TERMINATION**

This Agreement is effective until terminated by you or by the Licensor. This Agreement automatically terminates when Licensor ceases to operate the Software servers (for games exclusively operated online), if Licensor determines or believes your use of the Software involves or may involve fraud or money laundering or any other illicit activity, or upon your failure to comply with terms and conditions of this Agreement, including, but not limited to, the License Conditions above. You may terminate this Agreement at any time by (i) requesting Licensor to terminate and delete your User Account that is used to access or use the Software using the method set forth in the Terms of Service or (ii) destroying and/or deleting any and all copies of all Software in your possession, custody, or control. Deleting the Software from your Game Platform will not delete the information associated with your User Account, including any VC and VG associated with your User Account. If you reinstall the Software using the same User Account, then you may still have access to your prior User Account information, including any VC and VG associated with your User Account. However except as otherwise prohibited by applicable law, if your User Account is deleted upon termination of this Agreement for any reason, all VC and/or VG associated with your User Account will also be deleted, and you will no longer be available for use the Software or any VC or VG associated with your User Account. If this Agreement terminates due to your violation of this Agreement, Licensor may prohibit you from re-registering or re-accessing the Software. Upon any termination of this Agreement, you must destroy or return the physical copy of Software to Licensor, as well as permanently destroy all copies of the Software, accompanying documentation, associated materials, and all of its component parts in your possession or control, including from any client server, computer, gaming unit, or mobile device on which it has been installed. Upon termination of this Agreement, your rights to use the Software, including any VC or VG associated with your User Account, will terminate immediately, and you must cease all use of the Software. The termination of this Agreement will not affect our rights or your obligations arising under this Agreement.

#### **U.S. GOVERNMENT RESTRICTED RIGHTS**

The Software and documentation have been developed entirely at private expense and are provided as "Commercial Computer Software" or "restricted computer software." Use, duplication, or disclosure by the U.S. Government or a U.S. Government subcontractor is subject to the restrictions set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clauses in DFARS 252.227-7013 or as set forth in subparagraph (c) (1) and (2) of the Commercial Computer Software Restricted Rights clauses at FAR 52.227-19, as applicable. The Contractor/Manufacturer is Licensor at the location listed below.

#### **EQUITABLE REMEDIES**

You hereby agree that if the terms of this Agreement are not specifically enforced, Licensor will be irreparably damaged, and therefore you agree that Licensor shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect any of this Agreement, including temporary and permanent injunctive relief, in addition to any other available remedies.

#### **TAXES AND EXPENSES**

You shall be responsible for and shall pay and shall indemnify and hold harmless Licensor and any and all of its affiliates, officers, directors, and employees against all taxes, duties, and levies of any kind imposed by any governmental entity with respect to the transactions contemplated under the this Agreement, including interest and penalties thereon (exclusive of taxes on Licensor's net income), irrespective of whether included in any invoice sent to you at any time by Licensor. You shall provide copies of any and all exemption certificates to Licensor if you are entitled to any exemption. All expenses and costs incurred by you in connection with your activities hereunder, if any, are your sole responsibility. You are not entitled to reimbursement from Licensor for any expenses, and will hold Licensor harmless therefrom.



## TERMS OF SERVICE

All access to and use of the Software is subject to this Agreement, the applicable Software documentation, Licensor's Terms of Service, and Licensor's Privacy Policy, and all terms and conditions of the Terms of Service are hereby incorporated into this Agreement by this reference. These agreements represent the complete agreement between you and Licensor relating to use of the Software and related services and products and supersede and replace any prior agreements between you and Licensor, whether written or oral. To the extent there is a conflict between this Agreement and the Terms of Service, this Agreement shall control.

## MISCELLANEOUS

If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable and the remaining provisions of this Agreement shall not be affected.

## GOVERNING LAW

This Agreement shall be construed (without regard to conflicts or choice of law principles) under the laws of the State of New York, as such law is applied to agreements between New York residents entered into and to be performed within New York, except as governed by federal law. Unless expressly waived by Licensor in writing for the particular instance or contrary to local law, the sole and exclusive jurisdiction and venue for actions related to the subject matter hereof shall be the state and federal courts located in Licensor's principal corporate place of business (New York County, New York, U.S.A.). You and Licensor consent to the jurisdiction of such courts and agree that process may be served in the manner provided herein for giving of notices or otherwise as allowed by New York state or federal law. You and Licensor agree that the UN Convention on Contracts for the International Sale of Goods (Vienna, 1980) shall not apply to this Agreement or to any dispute or transaction arising out of this Agreement.

**IF YOU HAVE ANY QUESTIONS CONCERNING THIS AGREEMENT, YOU MAY CONTACT US IN WRITING AT: TAKE-TWO INTERACTIVE SOFTWARE, INC., 622 BROADWAY, NEW YORK, NY 10012.**

©2010 – 2015 Take-Two Interactive Software, Inc. 2K, the 2K logo, Evolve, the Evolve logo, and Take-Two Interactive Software are trademarks of Take-Two Interactive Software, Inc. Turtle Rock Studios and the Turtle Rock Studios logo are trademarks of Turtle Rock Studios, Inc. Portions of this software are included under license © 2004–2015 Crytek GmbH. All rights reserved. Crytek, CryEngine and the CryEngine logo are registered trademarks of Crytek GmbH in the US, EU and other territories. All other marks are property of their respective owners.

# NOTICE FOR AUSTRALIAN CONSUMERS

**IMPORTANT: THE WARRANTY FOR THIS PRODUCT HAS BEEN UPDATED FOR AUSTRALIA. THIS NOTICE SHOULD BE READ IN CONJUNCTION WITH THE WARRANTY TERMS SET OUT ABOVE.**

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

Goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods.

Any benefits to you given by the Licensor's warranty are in addition to other rights and remedies of the consumer in relation to the goods and services to which the warranty relates.

All claims under the warranty for this product should be made to:

Take-Two Interactive Software Pty Ltd, Suites 12 & 16, Upper Deck, Jones Bay Wharf, 26-32 Pirrama Road, Pyrmont Point, NSW 2009

Email: <http://support.2k.com/home>

The procedure for claims under the warranty for this product is outlined within the warranty terms set out above.

Licensor will cover all costs associated with a successful claim under this warranty. Proof of any reasonable costs you incur in making a claim under this warranty should be sent to the Licensor address specified above for reimbursement.

For the avoidance of doubt, none of the limitations contained in this warranty in any way exclude or limit your rights under the Australian Consumer Law.

To the extent that this notice is inconsistent with any of the provisions of the warranty terms set out above, this notice supersedes those provisions.