

 XBOX ONE™

MAFIA III





WARNING Before playing this game, read the Xbox One™ system, and accessory manuals for important safety and health information. www.xbox.com/support.

Important Health Warning: Photosensitive Seizures

A very small percentage of people may experience a seizure when exposed to certain visual images, including flashing lights or patterns that may appear in video games. Even people with no history of seizures or epilepsy may have an undiagnosed condition that can cause “photosensitive epileptic seizures” while watching video games. Symptoms can include light-headedness, altered vision, eye or face twitching, jerking or shaking of arms or legs, disorientation, confusion, momentary loss of awareness, and loss of consciousness or convulsions that can lead to injury from falling down or striking nearby objects. **Immediately stop playing and consult a doctor if you experience any of these symptoms.** Parents, watch for or ask children about these symptoms—children and teenagers are more likely to experience these seizures. The risk may be reduced by being farther from the screen; using a smaller screen; playing in a well-lit room, and not playing when drowsy or fatigued. If you or any relatives have a history of seizures or epilepsy, consult a doctor before playing.



Product Support:
<http://support.2k.com>

Welcome Home, Lincoln.



NEW BORDEAUX. 1968.

Lincoln Clay has returned home from Vietnam and his reception has not been kind. The Black Mob, his only family, has been wiped out by the Italian Mafia – and he's vowed revenge.

To do that, he'll have to cripple the Mafia's stranglehold on New Bordeaux, one racket at a time. And from the ashes of Lincoln's fallen family, he'll build a new one.




















Game Controls

ON FOOT CONTROLS

MOVE CHARACTER	
CAMERA	
FIRE	
AIM/PLANT EXPLOSIVES	
AIM	
SWITCH WEAPON	
OPEN/CLOSE WHEEL	HOLD
CLIMB	
RELOAD	
INTERACT	HOLD
COVER	
MELEE	
HOLSTER WEAPON	
USE ADRENALINE SHOT	HOLD
WHISTLE	HOLD
PICKUP/DROP BODY	HOLD
INTEL VIEW	
STALK	
SCOPE	(WHILE AIMING)
HOLD BREATH	(WHILE USING A SCOPE)
OPEN MAP / OPTIONS	



DRIVING CONTROLS

STEER	
MOVE CAMERA	
ACCELERATE	
BREAK/REVERSE	
CYCLE TARGET	
OPEN/CLOSE WHEEL	HOLD 
FIRE	
TOGGLE VEHICLE TARGETING	HOLD 
ENTER/EXIT CAR	
BAIL OUT	HOLD 
RAM	
HANDBRAKE	
HOLSTER WEAPON	
USE ADRENALINE SHOT	HOLD 
CHANGE RADIO STATION	
CHANGE CAMERA	
INTEL VIEW	
LOOK BACK	
HORN	



HUD



1. HEALTH

Represented by green bars, your health will decrease as you take damage. By obtaining certain upgrades, you can increase the number of health bars Lincoln has. Once you've run out of health, you'll respawn at the nearest Safe House.

2. MINI-MAP

In addition to showing an overhead view of Lincoln's immediate surroundings, your mini-map will also highlight nearby friends, enemies, objectives, and any other points of interest. While in a car, a white line will indicate the most efficient path to your next objective.

3. MONEY

The value on the left corresponds to the money held by Lincoln at that time, a portion of which will be lost should he fall in battle. The money shown on the right is stored in your safe and is not lost if Lincoln is defeated. Call the Consigliere from the Weapon Wheel menu to secure any money Lincoln has on hand.

4. CURRENT OBJECTIVE

This states what must be done to complete your current mission.

5. FUSES

Collecting three Fuses will let you install wiretaps in any of the game's many Junction Boxes.

6. PRIMARY AND SECONDARY WEAPONS

These icons represent your current weapons and their respective ammo supplies.

7. ADRENALINE SHOTS

Use these to restore portions of Lincoln's health. Purchase more Adrenaline Shots in the Mobile Store, or find them in Medicine Cabinets peppered throughout the world.

8. OBJECTIVE LOCATION

This icon points to your current objective and how far you have left to get there.

9. EXPLOSIVES & DEVICES

Grenades, Molotovs and C-4 are useful for taking out groups of enemies from behind cover. Restock your supplies by calling the Weapons Dealer.

Players can eventually unlock a "Screaming Zemi" vodou doll to throw as a distraction. The number contained in your inventory will also be represented here.

*Navigational cues will also appear in the form of temporary road signs, which allow you to keep your eyes off the map and on the road.

ENEMY AWARENESS

You may notice a white, blue, or red circle appear around your crosshair. Here's what each color means:



WHITE

Be careful—nearby enemies are noticing you.



BLUE

The police notice your presence and are waiting for you to do something illegal.



RED

You're being shot by someone; look to the placement of the icon to know where your enemies are firing from.

BREAKING AND ENTERING



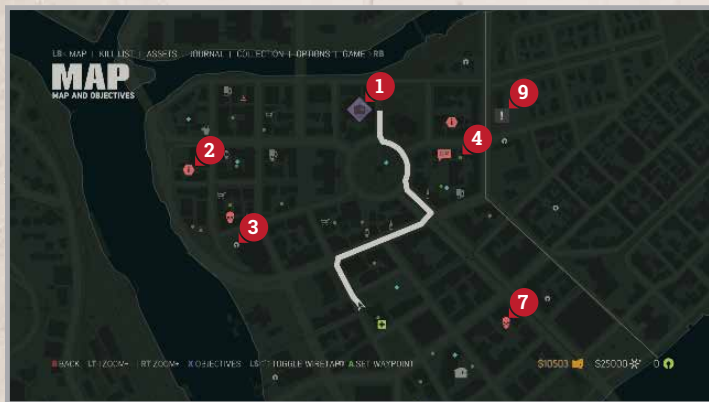
You will frequently encounter locked doors and Junction Boxes. Thankfully, Lincoln is always ready with his trusty Pry Bar:

Pressing **X** will initiate the break-in process. First, slowly rotate the right stick until the controller vibrates or the indicator is small and bright green—then, press **X** to start a spinning timer. To successfully break in, you must stop the timer with **X** in the highlighted area.

The Pause Menu

Access these menu options by pressing the Menu button. Cycle between categories by pressing **RB** and **LB**.

THE MAP



In addition to providing a detailed layout of the city's streets, the map contains several icons indicating available activities and collectibles.

1. SAFE HOUSE

Lincoln will often start from one of these locations. The number of available Safe Houses will increase as you take over new rackets.

2. TARGET OF OPPORTUNITY

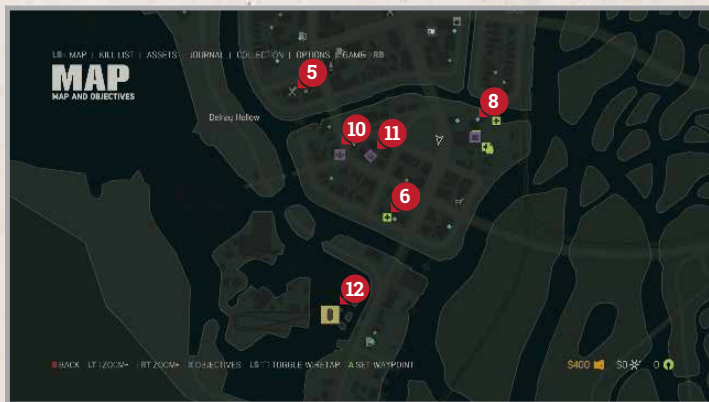
Seek and destroy these targets to dismantle Mafia-controlled rackets.

3. JUNCTION BOX

Lincoln can install a wiretap at any of these locations. Doing so will not only reveal collectibles for that area, but also highlight every nearby enemy in Intel View (see the "Combat" section).

4. FUSE LOCATION

For every three fuses you collect, you'll be able to install a wiretap at the Junction Box of your choice.



5. LOCAL BUSINESS

Rob any of these locations for a quick boost of Cash or other supplies.

6. MEDICINE CABINETS

Medicine Cabinets allow you to gather another Adrenaline Shot.

7. KILL LIST TARGET

These high-ranking lieutenants and capos are all valuable assets to their respective bosses. Take them out to deal significant damage to Mafia-run businesses.

8. COLLECTIBLES

From Playboy to Communist Propaganda, these optional collectibles are hidden throughout New Bordeaux.

9. CONVERSATION

Visit Lincoln's friends and contacts around the city to find out the current state of affairs.

10. AGENDA MISSION

Fulfill the needs of your Underbosses to increase their loyalty (and for extra Cash and Markers).

11. TRAFFICKING

These missions are performed on behalf of your Underbosses' Lieutenants – Emmanuel, Alma, and Nicki. They'll increase your Underbosses' Loyalty and earn you extra Cash.

12. STORY MISSION

Complete this mission or objective to advance the story.

OTHER INFORMATION

KILL LIST

This list contains biographical information about your Mafia targets—alive or otherwise.

ASSETS

Learn more about your allies.

JOURNAL

Refer to your Journal if you need a recap of the story thus far.

COLLECTION

Take a closer look at your Playboys, Vargas Prints, Albums, Communist Propaganda, Repent Magazine, and Hot Rod magazine collectibles.

OPTIONS

Adjust various Control, Gameplay, Audio, and Display settings.

GAME

From here, you can link your my2K account and check for Additional Content.

Tearing Down the Mob



New Bordeaux is crawling with Mafia rackets, ranging from drug operations to prostitution rings. Your goal: cripple each one financially, bit by bit, before seizing the criminal enterprise for yourself.

There are multiple ways to hurt each racket's earn, ranging from destroying supply caches to killing important mobsters to stealing money stashes. Each attack on the racket has a different impact on the racket's earn, and varying levels of challenge and reward in the form of cash. Attack the racket until the Earn is reduced to \$0 in order to draw out the racket's boss. Seizing each racket in a district will grant you total control over that area.

RULING THE ROOST

UNDERBOSSSES

Lincoln can't establish a foothold in New Bordeaux alone, so he'll need to assign one of his three Underbosses to run and hold the newly captured rackets (and later, entire districts):



CASSANDRA

She's the leader of the Haitian gang and Lincoln's first major ally in New Bordeaux.



VITO SCALETTA

This former Empire Bay mafioso was the protagonist of Mafia II. Now, as a resident of New Bordeaux, he operates out of a seafood restaurant.



THOMAS BURKE

A member of the Irish Mob, this gangster has his own axe to grind with the Italians.

Each Underboss gains income as they're assigned new territory—and as their wealth grows, so too will their loyalty toward you. Since each assignment will favor one Lieutenant at the expense of the other two, choose wisely: your decisions will inevitably ruffle some feathers.

LIEUTENANTS

Each Underboss has a Lieutenant in his or her employ.

Emmanuel Lazare

He manages the Haitian drug ring and is utterly devoted to his boss, Cassandra.

Alma Diaz

Saddled with unfinished business back in Cuba, Alma is confident that Vito can help her see things through.

Nicki Burke

She wants nothing more than to leave New Bordeaux, and Burke is her ticket out.

ASSOCIATES



The more territory your Underbosses control, the more Associates they can recruit to your cause. Some of these associates can provide special services – for a fee (or, if you've earned a Marker, use it to bypass the charge). For each assignment you make, consider which Underboss will offer the most useful Associates.

You can access the Associates by using the weapon wheel. These Associates will arrive (or take effect) within seconds.

CASSANDRA

ARMS DEALER: JACKIE DUVERNAY

The government isn't too keen on black folks owning guns – let alone selling them. So Jackie DuVernay quietly runs a mobile weapon shop out of his van. Call Jackie when you need to purchase guns, weapons, or player and vehicle upgrades out in the field.

SWITCHBOARD OPERATOR: JENNIFER "CLICKS" MORAN

Jennifer "Clicks" Moran, a switchboard operator, can monitor and disrupt calls on your behalf. Her services are especially useful for keeping Sentries and civilians from calling for help.

VITO SCALETTA

HIT SQUAD: BOBBY "DUCKS" NAVARRO

Bobby "Ducks" Navarro and his team of shooters have always "solved" problems for Vito. Give Bobby a call, and his men will show up, guns blazing, to tip the scales in your favor.

CONSIGLIERE: BETTY JOHNSON

Betty Johnson is Vito's trusted friend and personal banker—a relationship built over several years. A portion of the Cash in Lincoln's possession will be gone after losing a firefight, so call Betty to keep your money safe.

THOMAS BURKE

POLICE DISPATCHER: FIONA DAVIDSON

Fiona Davidson works for the New Bordeaux police on Burke's behalf. As a radio operator, she can spread some cash around to get the heat off your tail. Even the cops have a price.

VALET: HANK MCGAHEE

Expert car thief Hank McGahee will make his "livery" available to you. This acts as your own personal car dealership: select a vehicle from his collection and have it delivered at a moment's notice.

Increase the earnings of your Lieutenants to expand the services of their respective Associates. There's only so much money to go around, so invest the services that best suit your play style.

Combat

Lincoln's time as a soldier in Vietnam gives him the upper hand over the Mafia's army of untrained thugs. From a variety of up-close-and-personal takedowns to ambidextrous weapon proficiency, you will have no shortage of techniques to keep you alive.

ON FOOT



Lincoln is tough, but not invulnerable: before committing to a firefight, always consider where Lincoln can take cover with **A**.

Note: If a green arrow appears on the ground, Lincoln can rotate, or "orbit," around a piece of cover by holding up on the left stick and pressing **A**. You can also move from cover to cover by pushing the left stick toward the cover you want to move to and press **A**.

MELEE

Mafia III's combat scenarios require a mix of gunplay and melee techniques. Lincoln has several of the latter.

RUNNING TAKEDOWN



To perform a running takedown, charge an unsuspecting enemy by pressing **LT** and then pressing **B** at the point of contact.

BRUTAL TAKEDOWN



After landing a punch using **B**, press and hold **B** to begin charging a brutal takedown move. Release **B** at the right time to instantly take down the enemy you are fighting.

STUNNING



Shooting an enemy in the arm or the leg will make him vulnerable to a takedown with **B**.

COUNTER



When an enemy takes a swing at Lincoln, press **Y** at the correct time to counter the move and turn the tables.

STALKING

Plan your approach according to your surroundings; in many cases, stalking enemies to thin out the herd is preferable to arriving at the scene guns blazing.

Lincoln can sneak by pressing **LT**. Staying low will make it much easier to stay out of sight.

TAKEDOWNS



Eliminate unwitting enemies by approaching them from behind and pressing **B**. You can choose between lethal and non-lethal takedowns by making the desired selection in Options > Game Settings.

DISTRACTIONS



After conquering enough territory, a “Screaming Zemi” vodou doll will be added to your weapon wheel. Throw these distractions to catch the attention of nearby foot soldiers.

The player can also whistle by pressing **←** to bring an enemy close for a stealth kill.

INTEL VIEW



Whatever your approach, Intel View is critical to beating the odds. Pressing **Ⓢ** will highlight every enemy you've spotted in red, even when they're behind walls. And if you've wiretapped the local Junction Box, even better: doing so will highlight all nearby enemies regardless if you've already spotted them or not.

BEHIND THE WHEEL



Press **A** when hitting another car to increase the likelihood of flipping or ramming that car off the road.

Aim with the right stick and shoot with **RB**. Cycle through specific targets, including tires, drivers, passengers, and gas tanks, using **LB**. Wait until the targeting reticle turns green for a guaranteed hit.

You can also do side rams by pressing **A** and pulling left and right on the left stick.

YOUR ENEMIES

THE MAFIA

The Mafia's army of foot soldiers consists of several different roles. Lincoln should keep each one in mind when approaching combat situations.

- HEAVY:** Carries a shotgun and can take a lot of punishment before going down
- MARKSMAN:** Uses a rifle to keep you at a distance
- GUNNER:** Mid-range shooter who prefers automatic weapons
- TRIGGERMAN:** Uses small arms and explosives to flush the player from cover
- SENTRY:** Wily criminals who will call for Reinforcements (indicated with a lightning bolt icon) once they see you



THE POLICE

The Police of New Bordeaux are not your primary target, but they're sure to get in your way.



Do what you can to keep from attracting unwanted attention: avoid violence with civilians when police are nearby. Breaking the law, whether you're walking around with your gun drawn or stealing a car, may attract Witness attention. These law-abiding citizens, as indicated by the telephone icon above their heads, will run to the nearest payphone or patrolling cop. Take them out quietly to keep this from happening.



The Police are the deadliest, most relentless faction in New Bordeaux. In combat, they won't stop coming after you, so your best bet is to escape them until the heat is off. To escape from the Police, stay out of their circle of attention displayed on your mini-map. Be careful: this circle will grow as you break more laws, making it even harder to lose their pursuit.

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 (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 AND TERMS OF SERVICE LOCATED AT 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 limited to a single User Account (as defined below) per serial code and access to Special Features cannot be transferred, sold, leased, licensed, rented, converted 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 transferrable 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, reputation, 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 at www.take2games.com/support.

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 prohibited. 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, 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 PUNITIVE 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)(i) 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.

All other terms and conditions of the EULA apply to your use of the Software.

© 2002-2016 Take-Two Interactive Software, Inc. and its subsidiaries. Developed by Hangar 13. 2K, Hangar 13, Take-Two Interactive Software and respective logos are all trademarks and/or registered trademarks of Take-Two Interactive Software, Inc. Uses Bink Video. Copyright © 1997-2016 by RAD Game Tools, Inc. Mafia III uses HAVOK®. © Copyright 1999 – 2016 Havok.com, Inc. (and its licensors). See www.havok.com for details. Includes software from IDV. All other marks and trademarks are property of their respective owners. All rights reserved.

This videogame is a work of fiction and is not intended to represent or depict an actual record of the events, periods, locations or entities in the game's setting. Mafia III was made and developed by a diverse team with various religious affiliations and beliefs. The makers and publishers of this videogame do not in any way endorse, condone or encourage engaging in any conduct depicted in this videogame.