



NINTENDO
SWITCH™

BIO SHOCK 2



VIRTUOS

Blind Squirrel
GAMES

2K

IMPORTANT HEALTH WARNING: PHOTSENSITIVE 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.

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STORY

You awake in the ruins of the once mighty undersea city of Rapture. Now you're forced to wage a lone fight against the remaining citizens of Rapture, to discover the horrific secret kept hidden until now.

RAPTURE'S NIGHTMARE

Rapture was founded to allow the best and brightest of humanity to do their brilliant work unfettered by government, religion, or the mediocre. But the "every man for himself" philosophy led to war, fueled by a new substance called ADAM that allowed people to rewrite their DNA.




AWAKENED AFTER TEN YEARS. WHO...WHAT AM I?

Once, you were the Protector of a Little Sister. In a traumatic event you were separated from her, and you remember nothing afterward. Now, 10 years later, it seems that Rapture has moved on, and the Splicers' arms race has escalated. You are free of the single-minded conditioning of the other Big Daddies, but you still need to be near your bonded Little Sister. You must find her.

main menu

New Game

Start from the beginning. The first time you play *BioShock 2*, you will set:

Screen Brightness Use  /   to adjust screen brightness. To readjust screen brightness later during play, select **Adjust Brightness** from the Pause screen.

Game Difficulty Select **Easy**, **Medium** or **Hard**.

Continue

Load the last game you saved.

Load Game

Load and resume play on a saved *BioShock 2* game.

Credits

View the creative talent behind *BioShock 2*.

Extras

Play the additional content Protector Trials or Minerva's Den.

CONTROLS

JOY-CON™



LITTLE SISTERS

THE SOURCE OF ADAM

Rapture's demise began with the discovery of ADAM, a substance found only in a particular type of sea slug. ADAM enables people to instantly modify their own genes, using a process called Splicing. Splicing installs powerful genetic alterations in the human body and mind in the form of Plasmids and Gene Tonics. Both of these have the potential to make the user terribly intelligent, incredibly powerful and, if overused, homicidally insane. Chronic Plasmid and Gene Tonic users are called Splicers. They will kill for ADAM. They will kill for no reason at all. And now they account for almost all of Rapture's population.

ADAM is collected from dead Splicers by the Little Sisters, small blood-drinking girls armed with huge syringes. Symbiotic sea slugs inside them separate the ADAM from the blood they consume, so the ADAM can be reused. Since they must then carry the valuable ADAM inside themselves, without protection Little Sisters are vulnerable to attacks by Splicers as they travel throughout Rapture. So they seek out guardians—Big Daddies like you—to protect them while they gather ADAM.

When traveling with a Little Sister, press and hold **Y** to reveal a scent trail leading to a corpse containing ADAM. Beware! While the Little Sister is drawing blood, Splicers will converge on the Little Sister and corpse.



NOTE

To see how many Little Sisters are present in the current level, press **+** to display the Pause screen.

ADOPT, HARVEST OR RESCUE?

If you decide to **Adopt** a Little Sister, you become her protector, and she will depend on you to shield her from attacks while she gathers ADAM from corpses. Your job is to destroy whomever threatens the Little Sister—and in return, she will give you the ADAM she collects. Besides Adoption, at a Vent you have the option to either **Rescue** a Little Sister or **Harvest** her for ADAM.


Rescue destroys the ADAM slug, removing it from the Little Sister's system humanely, and returns the Little Sister to being a normal girl. She will then escape to safety through one of Rapture's numerous Vents. Rescuing lets you recover a smaller amount of ADAM remaining in the body of the slug she hosted.

Harvesting her for ADAM removes the live slug straight from the Little Sister's body, and gives you a huge dose of the vital substance—but she will not survive the process.

HUD




1 First Aid Kits

First Aid Kits fully replenish health. Press  to use one.

2 Health Level

When it's gone, you die. Increase maximum health by spending ADAM at a Gatherer's Garden.

3 EVE Hypo Count

Hypos replenish EVE. You will automatically inject one when your EVE runs out. Press  when a Radial Menu is displayed to manually inject an EVE Hypo.

4 EVE

Powers your Plasmids. Increase maximum EVE by spending ADAM at a Gatherer's Garden.

5 Active Plasmid

The Plasmid currently in use. Press **L** to cycle to a different active Plasmid, or use the Plasmid Radial.

6 Ammo Menu or Drill Fuel Gauge

Identifies ammo type, number of rounds remaining and max number allowed. The currently selected ammo type is lit. Each gun is capable of firing different ammo types. When armed with more than one ammo type, press **▲ ▼ ◀ ▶** to change ammo. When the Drill is equipped, the Drill Fuel gauge appears here.



7 Reticle

Use this to aim your weapon. Press **R** to aim with the Iron Sights. Set Auto-Aim ON in the Options screen to enhance aim.

8 Items Available for Pickup

When you walk up to something that contains items available for pickup, you will see a Search prompt. Press **A** to view the items, then press **A** again to pick up all the items displayed.



9 Quest Arrow

Directs you to the current Goal. Can be turned OFF from the Options screen.

Little Sister Icon (not shown)

Appears when you have Adopted and are traveling with a Little Sister. When she is gathering ADAM from a corpse, a progress bar appears until she finishes. If a Splicer starts attacking her, the progress stops and an ! alert appears while she is gathering. Once your Adopted Little Sister has gathered ADAM from two bodies, the icon will change to a Vent. This indicates you must now return her to a Vent.

WEAPONS AND PLASMIDS

You can use weapons and Plasmids simultaneously in a fight. One tactic is to disable or stun enemies with a Plasmid and finish them off with a weapon, though either might be fatal by itself.

WEAPONS

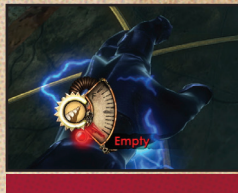
The Drill

You begin the journey through Rapture armed only with the Drill, a melee weapon. There are three ways to attack with the Drill:

Drill an Enemy Press and hold **ZR**. This requires Drill Fuel. Check the Drill Fuel gauge on the HUD.

Club an Enemy Press **B** or quickly press **ZR**.

Drill Dash an Enemy Press and hold **ZR**, and then press **B**. This ability must be unlocked.



Guns

As you explore Rapture, you will find other weapons. There are two ways to attack with guns:

Fire Press **ZR**. This will fire the type of ammo you have equipped.

Gunbutt an Enemy Press **B** to knock an enemy back.

Ammo

Weapons fire different ammo types. You will find special ammo that is more effective against certain targets. Once you have multiple ammo varieties, press **▲** **▼** **◀** to change ammo on your currently held weapon.

Switching Between Multiple Equipped Weapons

Once you have two or more weapons, you can quickly switch between them.

Cycle Next Weapon Press **R** to cycle to the next weapon.

Use Weapon Radial Press and hold **R**, move **Ⓒ** or **Ⓓ** to select a weapon, and then release **R**.



PLASMIDS

Plasmids are instantaneous genetic modifications you can splice into your DNA. Once installed, Plasmids empower you to inflict changes on the beings and objects around you. One Plasmid allows you to set people on fire. Another lets you freeze objects. There are many more.

Power your Plasmids with EVE injections. No EVE, no Plasmid power. Find it or buy it.

Use Plasmid Press **ZL**. In some cases you may need to press and hold **ZL** to charge a Plasmid before firing.

Cycle Next Plasmid Press **L**.

Use Plasmid Radial Press and hold **L**, move **Ⓒ** or **Ⓓ** to select a Plasmid, and then release **L**.



Plasmid Slots

Plasmid slots are where you hold equipped Plasmids. The more Plasmid slots you have, the more Plasmids you can equip at one time. You can spend ADAM at a Gatherer's Garden to obtain additional Plasmid slots.

GENE TONICS

These genetic enhancements become part of your nature once spliced into you, and work automatically. You can unequip and replace them with other Gene Tonics by visiting Gene Banks.

GENE TONIC SLOTS

As with Plasmids, you can only equip a Gene Tonic if you have a slot for it. If you have enough ADAM, you can buy additional Gene Tonic slots at a Gatherer's Garden.



FINDING ITEMS

Search everywhere, including dead bodies, cabinets and trash cans, for important items to help you survive, such as money, ammo, and First Aid Kits. You will see a Search prompt when you approach a searchable container.



THREATS



1 Enemy Health Bar

When you're fighting enemies, they display a Health bar so you can see the amount of damage you must inflict to kill them. When the meter is green, the enemy is strong. When it glows red and shortens, the enemy is weakening.

2 Attack Alert

This red signal points toward an enemy who is attacking you.

SPLICERS

Splicers are the citizens of Rapture, driven mad by Plasmid and Gene Tonic use. Housewives looking for a makeover have been transformed into homicidal maniacs. Former businessmen now think beating someone to death is a management skill. Despite their deranged nature, Splicers can be terrifyingly skilled and powerful opponents.



SECURITY CAMERAS & BOTS

Linger in front of a security camera and an alarm is set off, followed by Security Bot deployment. Bots are hovering machine-gun drones. The alarm system is on a timer (you will see a countdown on-screen). Turn bots into allies by Hacking them. You can also Hack the cameras to deploy bots against your enemies.

TURRETS

When Turrets sense your presence, they will open fire. Hack them to make them attack your enemies.





BIG SISTERS

Big Sisters are extremely swift, ruthless and tough to defeat. They look after Little Sisters, making sure they are able to gather in peace. Removing Little Sisters from their appointed rounds (by Rescuing or Harvesting) will attract the attention of the Big Sisters.



BIG DADDIES

Like you, other Big Daddies are strong, heavily-armored enemies who will protect their Little Sisters with their lives. They will not attack until provoked, however.



CIRCUS OF VALUES

Purchase general merchandise including basic ammo, EVE Hypos, and First Aid Kits.



AMMO BANDITO

Sells ammo only. Look for specialized ammo types for each of your weapons. Different machines can have different things for sale—check them all!



GATHERER'S GARDEN

The amount of ADAM you have appears on the right. Spend your ADAM just like money to:

- Acquire additional Plasmids and Gene Tonics.
- Unlock additional Plasmid and Gene Tonic slots, allowing you to equip more at one time.
- Increase max health and EVE.



GENE BANKS

You may have collected more Plasmids or Gene Tonics than you are able to equip at one time. You can view and swap them at a Gene Bank. The Gene Bank has one Plasmid track and one Gene Tonic track. Select a track to see what is equipped and what is stored (listed on the right).

POWER TO THE PEOPLE MACHINES

Upgrades your weapon for free! Each machine closes down permanently after one upgrade of one weapon. Each weapon can be upgraded three times, but the third upgrade is only unlocked if you have already applied the first two.



HEALTH STATIONS

Pay to be completely healed. Your enemies also use Health Stations while fighting you. Hacking a Health Station turns the machine against your enemies, reduces the cost of healing, and gives you a free First Aid Kit if you stop in a blue zone. Destroying a Health Station also knocks out a free First Aid Kit.



BOT SHUTDOWN PANEL

If you find one of these after tripping a security alert, use it to deactivate attacking bots and end the alarm countdown.



VENTS

Vents are devices Little Sisters use to travel through Rapture on their own. Take an Adopted Little Sister to a Vent, where you can choose to Rescue or Harvest her. If you Rescue her, she will flee into the safety of the Vent.



HACKING

If a device is Hack-friendly, a Hack prompt appears. To Hack:

- Press **Y** to open the Hack screen.
- Try to stop the needle over the green or blue zone of the meter by pressing **A**.
- Press **B** to cancel.

Hacking Zones

Green Successful progress.

Blue Successful progress, plus a bonus based on the machine type.

White Receive a nasty shock.

Red Set off a security alarm.

Hacking Uses

- Get items from Vending Machines more cheaply.
- Reprogram machines to turn them against enemies.
- Gain access to protected items and unlock doors.

Alternate Hacking Methods

- Press **Y** on the Hack screen to “buy out” the Hack for a fee (see the price on the Hack screen).
- Find a Hack Tool and shoot Hack Darts from a distance.
- Find a Gene Tonic that makes your Hacks more effective.
- Find Auto-Hack Darts that let you Hack instantly.



NOTE

If you set off an alarm while Hacking, successfully retrying the Hack will end the alarm.

ACQUIRING INFORMATION

Press **—** to get vital information from the Map, Goals, Messages and Help screens. Select an icon to open the screen you want.

MAP

- The red arrow shows your position and direction of travel.
- Important locations are marked by icons listed at the bottom of the Map.
- Use **Ⓒ** to scroll the Map. Press **A** to zoom in and out. Press **ZL** / **ZR** to look at the floors below and above.
- Press **Y** for information about the Goal. Press **X** for a Hint.



GOALS

Select the Goals icon to review a current list of Goals. You will encounter Goal requirements during your journey through Rapture. Some requirements may consist of multiple tasks to complete the Goal.

When faced with multiple Goals, you can choose which to complete first, and the Quest Arrow will guide you to the one you select.

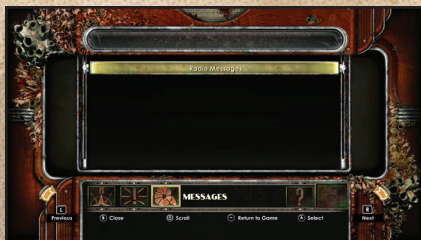


MESSAGES

Select the Messages icon to review any diaries or radios previously found or received.

HELP

Learn about Rapture, weapons, fighting, security systems and more. To go to a specific Help entry,, move close to something associated with the entry, hold the reticule over it, and press **■**.



RESEARCH CAMERA

Take Research footage of Splicers to learn about them and earn valuable bonuses. Once you find a Research Camera, it is stored with your weapons. Select it as you would a weapon.

Set your camera rolling on a Splicer with **ZR**, and attack him or her with a variety of Plasmids and weapons. The more kinds of damage you do, the more quickly your Research will progress.

After acquiring the Research Camera, you can review your progress on the Research tab in the Info Menu.



NOTE

Certain combinations or tactics will net faster progress, so try using your tools in imaginative ways to find them!

PAUSE SCREEN

On the Pause screen you can quickly see your current money and ADAM reserves and view how many Little Sisters are in the current level. You can also save game progress, set options or load a different saved *BioShock 2* game.

Resume Game Return to current game.

Save Save the game at any time. *BioShock 2* autosaves when you enter a new area of the game.

Load Load a saved *BioShock 2* game file.

Options Adjust game controls and options

Exit Return to the Main Menu.

OPTIONS SCREEN

Graphics Options Change the game's brightness.

Customize Controls Change the controller sensitivity and turn invert look on or off.

Audio Options Change the volume of sound effects, music and voiceover.

Gameplay Options Adjust settings for in-game options. This includes changing difficulty and turning HUD graphic, adaptive training, subtitles, the quest arrow, vita-chambers, item shimmer and object highlighting on and off.

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EARNING & PURCHASING VIRTUAL CURRENCY & 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. 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. VC and/or VG may never be used in connection with an agreement with other individuals to wager any money or other thing of value. 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.

NOT 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 be responsible and liable to Licensor, its partners, licensors, affiliates, contractors, officers, directors, employees, and agents for 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 statement or 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, and provided that if you are a resident of an EU member state Licensor warrants that the Software will be fit for purpose and of satisfactory quality, 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.

YOUR RESPONSIBILITY TO LICENSOR

To the fullest extent of applicable law, you agree to be responsible and liable to Licensor, its partners, licensors, affiliates, contractors, officers, directors, employees, and agents in respect of 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.

TO THE FULLEST EXTENT OF APPLICABLE LAW, LICENSOR SHALL NOT 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. TO THE FULLEST EXTENT OF APPLICABLE LAW, LICENSOR'S LIABILITY FOR ALL DAMAGES SHALL NOT (EXCEPT AS REQUIRED BY APPLICABLE LAW) EXCEED THE ACTUAL PRICE PAID BY YOU FOR USE OF THE SOFTWARE.

IF YOU ARE A RESIDENT OF AN EU MEMBER STATE, NOTWITHSTANDING ANYTHING TO THE CONTRARY SET OUT ABOVE, LICENSOR IS RESPONSIBLE FOR LOSS OR DAMAGE YOU SUFFER THAT IS A REASONABLY FORESEEABLE RESULT OF LICENSOR'S BREACH OF THIS AGREEMENT OR ITS NEGLIGENCE, BUT IT IS NOT RESPONSIBLE FOR LOSS OR DAMAGE THAT IS NOT FORESEEABLE.

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. TO THE FULLEST EXTENT OF APPLICABLE LAW, 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 and liable to Licensor and any and all of its affiliates, officers, directors, and employees for all taxes, duties, and levies of any kind imposed by any governmental entity with respect to the transactions contemplated under 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.

BINDING INDIVIDUAL ARBITRATION- PLEASE READ THIS SECTION CAREFULLY. IT MAY SIGNIFICANTLY ALTER YOUR RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

1. This binding individual arbitration section will not apply to the extent prohibited by the laws of your country of residence.
2. You and the Company agree that should any dispute, claim, or controversy arise between us regarding any Company products or services (hereafter a "Dispute"), whether based in contract, statute, regulation, ordinance, tort (including fraud, misrepresentation, fraudulent inducement, or negligence), or any other legal or equitable theory, except for those matters listed in the Exclusions From Arbitration paragraph below, and expressly including the validity, enforceability, or scope of this "BINDING INDIVIDUAL ARBITRATION" section (with the exception of the enforceability of the Class Action Waiver clause below), shall be submitted to binding arbitration, as described below, rather than being resolved in court. The term "Dispute" is to be given the broadest possible meaning that will be enforced and includes, for example, all matters arising under this Agreement, the Privacy Policy, the Terms of Service, or any other agreement with the Company. You understand that there is no judge or jury in arbitration and that court review of an arbitration award is limited.
3. Exclusions From Arbitration. You and the Company agree that any claim filed by You or the Company in small claims court on an individual basis are not subject to the arbitration terms contained in this Section. In addition, the Company or You shall have the right to seek an injunction against you in court in order to preserve the status quo while an arbitration proceeds.
4. Class Action Waiver. THE ARBITRATION PROCEEDINGS DESCRIBED HEREIN WILL BE CONDUCTED ON AN INDIVIDUAL BASIS ONLY. Neither You nor the Company shall be entitled to join or consolidate disputes by or against other individuals or entities, or to arbitrate any dispute in a representative capacity, including, without limitation, as a representative member of a class or in a private attorney general capacity, in connection with any Dispute. Further, unless both You and the Company agree, the arbitrator may not consolidate more than one person's claim. The arbitrator may award any individual relief or individual remedies that are permitted by applicable law, but to the maximum extent permitted by applicable law, may not award relief against the Company respecting any person other than You.
5. Right to Opt Out of Binding Arbitration. IF YOU WISH TO OPT OUT OF THIS BINDING INDIVIDUAL ARBITRATION REQUIREMENT, YOU MUST NOTIFY US IN WRITING WITHIN 30 DAYS OF THE DATE THAT YOU ACCEPT THIS AGREEMENT BUT ARE OPTING OUT OF BINDING INDIVIDUAL ARBITRATION, UNLESS A LONGER PERIOD IS REQUIRED BY APPLICABLE LAW. Your written notification must be mailed to TAKE TWO INTERACTIVE SOFTWARE, LEGAL DEPARTMENT, ATTN: ARBITRATION OPT OUT, 110 West 44th Street, New York, New York, 10036. Your notice must include (1) your full name; (2) your mailing address; (3) your Social Club online ID, if you have one; and (4) a clear statement that you do not wish to resolve disputes with the Company through arbitration. You are responsible for ensuring the Company's receipt of your opt-out notice, and you therefore may wish to send a notice by means that provide a written receipt.
6. Notice of Dispute. If you have a Dispute with the Company, you must send written notice to TAKE TWO INTERACTIVE SOFTWARE, LEGAL DEPARTMENT, ATTN: ARBITRATION OF DISPUTE, 110 West 44th Street, New York, New York, 10036, in order to give the Company the opportunity to resolve the dispute informally through negotiation. Notice must be provided within two (2) years of the Dispute having arisen, but in no event after the date on which the initiation of legal proceedings would have been barred under the applicable statute of limitations. The failure to provide timely notice shall bar all claims. If the Company has a dispute with You, the Company will provide notice to the address it has on file for you, if possible. You and the Company agree to negotiate the Dispute in good faith for no less than 30 days after notice of the Dispute is provided. If the Dispute is not resolved within 30 days after receipt of notice of the Dispute, the Company or You may pursue the claim in arbitration as provided in this section.
7. Arbitration Rules and Procedures. Arbitration shall be subject to the U.S. Federal Arbitration Act and federal arbitration law, and shall be conducted by Judicial Arbitration Mediation Services, Inc. ("JAMS") pursuant to the JAMS Streamlined Arbitration Rules and Procedures effective July 1, 2014 (the "JAMS Rules"), as modified by this agreement to arbitrate. The JAMS Rules, including instructions for initiating an arbitration, are available on its website at <http://www.jamsadr.com/rules-streamlined-arbitration>. The Company will pay its arbitration costs as required by the JAMS Rules and, in the event that you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, the Company will pay as much of your arbitration filing and hearing fees as the arbitrator deems is necessary to prevent the arbitration from being cost-prohibitive as compared to the cost of litigation. Each side shall pay his, her, or its own attorneys' fees and costs unless the claim(s) at issue permit the prevailing party to be paid its fees and/or litigation costs, in which case the arbitrator shall award fees or costs as required by the applicable law.
8. Location of Arbitration. At your option, if an in-person hearing is required under the JAMS Rules, the hearing will occur either in New York County, New York, or in the United States county in which You reside.

9. Decision of the Arbitrator. Any decision or award by the arbitrator shall be final and binding on the parties. Unless otherwise agreed, any decision or award shall set forth the factual and legal basis for the award. The arbitrator shall be permitted to award only those remedies in law or equity which are requested by the parties and which the arbitrator determines are supported by credible relevant evidence. Any decision or award may be enforced as a final judgment by any court of competent jurisdiction. If either party unsuccessfully challenges the validity of an award, the unsuccessful party shall pay the opposing party's costs and attorneys' fees associated with the challenge.
10. Continuation in Effect. This Binding Individual Arbitration section survives any termination of this Agreement or the provision of services to You by the Company.
11. Ability to Change Terms and Conditions Inapplicable. Although the Company may revise its End User License Agreement, Privacy Policy, Terms and Conditions, or other agreements at its discretion, the Company does not have the right to alter this agreement to arbitrate or the rules specified herein with respect to any Dispute once that Dispute has accrued.
12. Severability. If any part of this arbitration provision is deemed invalid, unenforceable, or illegal, then the balance of this arbitration provision shall remain in effect and be construed in accordance with its terms as if the invalid, unenforceable, or illegal provision had not been included. The sole exception to this is the class action waiver provision. If the prohibition on the arbitration proceeding on a class basis is found to be invalid, unenforceable, or illegal, then the entirety of this arbitration agreement shall be null and void and the Dispute shall proceed in court under applicable class action rules and procedures. If, for any reason, a claim proceeds in court rather than in arbitration, the dispute shall be exclusively brought in state or federal court in New York County, New York. Suits brought in state court may be removed to federal court by either party if permissible by law.

GOVERNING LAW

This Agreement is entered into in the State of New York and shall be governed by, and construed in accordance with, the laws of the State of New York, exclusive of its choice of law rules. For any disputes not subject to binding individual arbitration, you and the Company agree to submit to the exclusive jurisdiction of the state and federal courts in New York County, New York, and to waive any jurisdictional, venue, or inconvenient forum objections to such courts (but without affecting either party's rights to remove a case to federal court if permissible). This paragraph will be interpreted as broadly as applicable law permits. For example, if you are a resident of a European Union member state, you will benefit from any mandatory provisions of consumer protection law in the member state in which you are resident, and you can bring legal proceedings in relation to this Agreement in the courts of the member state in which you are resident. You agree that any violation by you of this Agreement, the Privacy Policy, the Terms of Service, or any other agreement with the Company, shall constitute an affirmative defense (whether characterized as arising at law or equity) against any claim you might assert against the Company relating to its software or services. 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. The Company has the right to prosecute civil claims against you for any violation of its End User License Agreement, the Terms of Service, the Privacy Policy, or any other governing terms and conditions related to its software and services, whether for breach of contract, violation of common law rights, or violation of any applicable state or federal statute.

IF YOU HAVE ANY QUESTIONS CONCERNING THIS AGREEMENT, YOU MAY CONTACT US IN WRITING AT: TAKE-TWO INTERACTIVE SOFTWARE, INC., 110 W 44th Street, New York, NY 10036 UNITED STATES OF AMERICA.

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

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