



NINTENDO
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BIO SHOCK

INFINITE

VIRTUOS
Blind Squirrel
LOANERS

IRRATIONAL
GAMES

2K

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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.

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DEWITT—
BRING US THE
GIRL AND WIPE
AWAY THE DEBT
THIS IS YOUR
LAST CHANCE!

WELCOME TO COLUMBIA!

"What is Columbia if not another Ark, for another time?"

— Z.H. Comstock, The Great Prophet

The year is 1912. You are Booker DeWitt, a former Pinkerton detective faced with mounting debts and forced to take one last job... You must travel to the mysterious city of Columbia to find a young woman and return her safely back to New York City.

GAME CONTROLS

JOY-CON™



DEFAULT SCHEME - ON THE SKY-LINE:

-  - Throttle
-  - Strike
-  - Lock-On Target
-  - Dismount
-  - Reverse

Note: Both Left/Right sticks allow the player to navigate the radial Vigor menu.

Note: Other control configurations are available via the Options menu.

GETTING STARTED

PLAY GAME – Using this selection, you may start a New Game, Continue from a previously saved checkpoint, or Load Chapter.

OPTIONS – Here you can customize your experience to suit your play style. Be sure to take a look, as there are a considerable number of ways to create the ideal experience.

PLAY GAME ADD-ONS – Browse for additional content to play.

CREDITS – View the team that created *BioShock Infinite*.

DIFFICULTY LEVELS

BioShock Infinite features four different difficulty levels. You can change your difficulty level at any time in the Options menu.

EASY – If you are not a very experienced FPS gamer, then this is a good place for you to start.

NORMAL – If you have some experience with FPS games and know the basics, then this is the best mode for you.

HARD – If you have been playing FPS games for a long time and have the experience to appreciate a challenging game, then Hard mode is where it is at.

1999 MODE – Strictly for the hardest of the hardcore, 1999 Mode will push your skills to their absolute limit. (This mode is unlocked by completing the game or unlocking with a secret code.)

HEADS-UP DISPLAY



- 1. HEALTH/SHIELD INDICATOR** – The red bar indicates your current health. The yellow bar indicates your current shield strength. (Note: Your shield begins to regenerate if you haven't taken damage after a few seconds. Your health may be replenished with medical kits, snacks, and alcohol pick-up items.)
- 2. SELECTED VIGOR** – The icon in the foreground displays your currently selected Vigor, while the icon in the background shows the Vigor that can be quickly swapped. (To select any of your available Vigors, please see the Vigor radial section.)
- 3. SALTS INDICATOR** – The blue bar indicates the amount of Salts you have to power Vigor use. Each notch in the bar indicates one Vigor use.
- 4. SELECTED WEAPON** – The icon in the foreground displays your currently selected weapon, while the icon in the background shows the weapon that can be quickly swapped.
- 5. AMMO COUNT** – The number on the left indicates how many shots you may take until you need to reload your weapon. The number on the right shows how many shots you have in reserve.

6. CROSSHAIR – Your targeting reticule shows where you are aiming your weapon.

7. DAMAGE INDICATOR – This bar displays the current health of your enemy.

CURRENT OBJECTIVE

Forget what you need to do next? A reminder is just a button press away **□**.

If you're ever feeling lost in Columbia, you can use the Navigational Aid. This draws a path to your current Objective **▲**.

SKY-LINES



The Sky-Lines were initially built as a means for shipping and moving cargo in Columbia, but the city's youth quickly found a way to use them as a death-defying means of movement. As the struggle between factions in Columbia intensified, they became not only a method of transportation but also a facilitator of combat.

You can travel along the vast system of interweaving Sky-Lines to outwit and outmaneuver your foes. Riding the Sky-Lines makes you harder to hit and gives you greater access to different locations.

While on a Sky-Line, enemies will have a more difficult time targeting you, but your Iron Sights aiming ability (R) will be greatly affected.

SKY-HOOK



CONTROLS

ATTACH – To jump to a Sky-Line from the ground, aim your crosshair at it while standing close enough for the (B) prompt to appear and press (B).

THROTTLE – Use (C) to increase/decrease speed.

REVERSE – Press (A) to switch the direction you're traveling.

JUMP LINES – To switch from one Sky-Line to another, aim your crosshair at it while close enough for the (B) prompt to appear and press (B).

GROUND DISMOUNT – To detach from the Sky-Line, aim your crosshair at the ground while close enough for the (B) prompt to appear and press (B).

Besides utilizing the Sky-Hook to ride the Sky-Line, Booker can use the device to perform the following special attacks:

SKY-HOOK MELEE – Press **X** while on the ground.

SKY-HOOK EXECUTION – Hold **X** when an enemy's health is low enough (indicated by a skull (☠) over their head), while on the ground.

SKY-LINE STRIKE – Press **B** while on the Sky-Line to dive from the Sky-Line directly onto the targeted enemy.

SKY-LINE SMASH – Press **B** while on the Sky-Line to knock the targeted enemy off the Sky-Line.

ELIZABETH

Elizabeth has been imprisoned in Columbia's Monument Island since childhood. Known by the people of Columbia as both "The Miracle Child" and "The Lamb," Elizabeth is one of the city's great enigmas.

FINDING SUPPLIES

While you travel together, Elizabeth will scavenge for items that you may need on your mission. There are four different types of things she can find for you: **money**, **Salts**, **ammo** and **medical kits**. When she has found something that you need, she'll offer to toss it to you. Simply hold **Y** to catch the item when prompted.

LOCK PICKING

There are many interesting things waiting to be discovered behind locked doors in the city of Columbia. If you possess a sufficient number of lock picks, you can ask Elizabeth to use her skills to open them for you. To do this, simply aim your crosshair at the lock while standing close enough for the **Y** prompt to appear and press **Y**.



**NOTE**

- Lock picks can be found scattered around Columbia and inside some vending machines.
- Different locks require a different number of lock picks to open.

OPENING TEARS

Tears are inter-dimensional rifts in time and space. Elizabeth has the ability to bring items from other realities by opening a tear to help you with your mission.

THERE ARE THREE MAIN CATEGORIES OF GAMEPLAY TEARS:

RESOURCE – Resource Tears bring in objects that provide additional supplies when needed. They could be anything from a barrel full of sniper rifles to a case of medical kits or an automated vending machine.

STRUCTURAL – Structural Tears bring in objects that change the architecture of a location. It could be a Freight Hook that allows you to escape to higher ground or a wall to provide necessary cover in a combat.

OFFENSIVE – Offensive Tears bring in objects whose purpose is to fight on your behalf. It could be anything from an automated turret to a giant Tesla coil that electrocutes your enemies.



Each Tear has its own type of advantage, but only one Tear can be open at a time. To ask Elizabeth to open a Tear, simply aim your crosshair at it while standing close enough for the **Y** prompt to appear and press and hold **Y**.

WEAPONS

Combat in Columbia is constantly challenging and requires you to learn and adopt a wide range of strategies to survive. Here are a few weapon tips to get you started: It is important to know when to use a quick-moving, run-and-gun approach and when to take time to carefully pick your targets using a weapon's Iron Sights aiming ability. To use Iron Sights, simply press **R** to bring up your weapon sights for improved accuracy.

You may only carry two weapons at a time, so choose wisely. Try to make sure you have the best weapons for the fight.

To swap between your two available weapons, simply tap **R**.

Ammunition can be found in the environment, in containers and bodies, and bought at Dollar Bill vending machines.

Weapons can be upgraded four times per weapon. These upgrades can be bought at the Minuteman's Armory vending machines.

**THE FOLLOWING ARSENAL
OF WEAPONS CAN BE FOUND IN COLUMBIA:**



BROADSIDER (Pistol) – Rewards accuracy and a quick trigger finger.



TRIPLE R (Machine Gun) – Fires incredibly quickly, but loses accuracy with distance.



VOX TRIPLE R (Repeater) – More damaging than the Founders' version, but less accurate and has a smaller clip and reserve.



BIRD'S EYE (Sniper Rifle) – Fires a single bullet with force and accuracy.



CHINA BROOM (Shotgun) – Provides high damage per blast, but is only accurate at short range.



VOX CHINA BROOM (Heater) - Produces an incendiary effect, but has a smaller clip and reserve than the Founders' version.



BARNSTORMER (RPG) – Fires missiles that explode on impact.



HUNTSMAN (Carbine) – Offers exceptional accuracy through its Iron Sights.



VOX HUNTSMAN (Burstgun) – Has a larger clip but is less accurate than the Founders' version.



PADDYWHACKER (Hand Cannon) – Trades speed and ammo for immense stopping power.



THE PIG (Volley Gun) – Lobs small explosive projectiles and fires quickly, but is less damaging than the Barnstormer RPG.



THE VOX PIG (Hail Fire) – More damaging than The Founders' version, but has a smaller reserve.



PEPPERMILL (Crank Gun) – A hand-cranked multi-barrel weapon that provides devastating, concentrated fire, but takes time to spin up and lacks the ability to use Iron Sights.

VIGORS

"A Life with Vigor is a life that's Bigger!"

– Fink MFG advertisement



Vigors give you an edge in combat by providing you with a wide range of offensive abilities.

- Vigors are powered by Salts, which can be found in the environment, in containers and bodies, and bought at Dollar Bill vending machines.
- Each Vigor has two different methods of fire and you will find that both are useful.
- Tap **ZL** for a quick fire.
- Hold and release **ZL** for a powerful alternate fire.
- Try combining Vigors together on targets and with environmental hazards, such as a puddle of water or an oil slick.
- Undertow is great for pulling enemies into traps and environmental hazards.
- Try to take a moment to survey the battlefield before rushing in. You may be able to set Vigor traps before your enemies notice you.
- You cannot use Vigors while on a Sky-Line or attached to a Freight Hook.

- Vigors can be upgraded twice per Vigor.
- Upgrades do more than just change stats, they also change how Vigors work.
- Upgrades can be bought at the Veni! Vidi! Vigor! vending machine.
- To swap between your two available Vigors, tap **L**.
- To select any Vigor that you've acquired, hold **L** to bring up the Vigor Radial menu, then use **Ⓢ** to highlight the Vigor you want.

THE FOLLOWING ASSORTMENT OF VIGORS CAN BE FOUND IN COLUMBIA:



POSSESSION

TAP: To warp the perception of machines (and, once upgraded, the emotions of the citizens of Columbia), causing them to ruthlessly attack anyone that threatens you.

HOLD: To create a proximity-based trap.

NOTE

- When the Possession wears off, humans will kill themselves and Possessed Automata will return to a hostile state.
- Firing Possession at vending machines will cause them to produce money.
- You can only use Possession on one human or one Automata target at a time.



DEVIL'S KISS

TAP: To toss a fiery, explosive projectile.

HOLD: To create a proximity-based trap.



MURDER OF CROWS

TAP: To stun and damage enemies with a swarm of angry birds.

HOLD: To create a proximity-based trap.



BUCKING BRONCO

TAP: To create a shockwave that sends enemies hurling up into the air.

HOLD: To create a proximity-based trap.



SHOCK JOCKEY

TAP: To release a bolt of electricity to shock and stun your target.

HOLD: To create a proximity-based electrical trap.



UNDERTOW

TAP: To create a jet blast of water that violently pushes enemies away from you.

HOLD: To yank enemies to you from across the battlefield using tendrils of water.



CHARGE

TAP: To hurl yourself at enemies with a damaging melee strike.

HOLD: To build the melee strike's damage.
(The longer you hold, the greater the force of the impact.)



RETURN TO SENDER

TAP: To generate a special defensive shield.

HOLD: To create a shield that absorbs damage, then fires a sticky mine.
(The more damage it takes before being tossed, the more damage it inflicts on enemies.)

ENEMIES

Your foes in Columbia use a wide assortment of weapons, Vigors, and special attacks to get the drop on Booker.

Enemies may be invulnerable to certain offensive attacks and especially vulnerable to others. Try experimenting with each weapon and Vigor to discover which is most effective against each type of foe.

Some enemies are especially vulnerable in key locations on their bodies. For instance, try shooting the gears on the Motorized Patriot's back, the Handyman in his glass-encased heart, and the tank on the Fireman's back.

HERE'S WHAT YOU CAN EXPECT TO ENCOUNTER:

STANDARD ENEMIES

Even your average foe in Columbia can be tough to handle.

THE FOUNDERS – Armed followers of Father Comstock range from civilians and guards to police and the elite Flying Squad troops. They sport a wide variety of weapons, from truncheons to sniper rifles.

THE VOX POPULI – Columbia's insurgent faction can be easily spotted by their distinctive use of red face-paint and clothing. They are not only equipped with the standard assortment of available weapons, they also carry savage variations to the Triple R machine gun, China Broom shotgun, and Huntsman carbine rifle.

HEAVY HITTERS

When one of these formidable enemies enters the fray, you can expect the battle to become significantly harder.





THE BEAST – This heavily-armored foe is armed with the menacing volley gun known as the Pig, which lobs explosive shells from a distance. The Vox variation of the Beast differs in appearance and is armed with a Vox Pig (aka Hail Fire).

THE HANDYMAN – The Handyman was once simply a man, his body ravaged by cancer. In Columbia his diseased flesh was pruned and purged, his parts replaced with mechanical improvements. The Handyman is stronger, better, faster... he is Columbian ingenuity at its best.

The Handyman has many abilities and can:

- Accelerate to incredible velocities in the blink of an eye.
- Leap up the sides of buildings.
- Pick up and throw hapless citizens (living or dead).
- Toss balls of lightning that can knock the player off of a Freight Hook.
 - Electrify the Sky-Line to force the player off of it.
 - Pound the unwary into meaty bits.
- Other variations of the Handyman exist, but only differ in appearance.



THE MOTORIZED PATRIOT – The Motorized Patriot is a powerful, but slow-moving, automaton who carries the fearsome Peppermill crank gun.

When not acting as a ruthless instrument of death, he can be found entertaining fair-goers with recorded Columbian verse. Multiple variations of the Motorized Patriot exist, but only differ in appearance.



THE ZEALOT OF THE LADY – Shattered, former devotees of the sainted Lady Comstock, this elite guard carries a coffin on their back as penance for their failure to prevent her death. The Zealot can transform themselves into a flock of birds to avoid injury while moving. Other variants of the Zealot of the Lady exist in Columbia, but only differ in appearance.



THE FIREMAN – Trapped in an iron maiden-like suit that burns him as penance for wrongdoing, the Fireman uses a fiery Devil's Kiss attack on the player. When the Fireman is near death, he will run at the player and explode. Founders and Vox variations of the Fireman exist, but only differ in appearance.



THE BOY OF SILENCE – Locked away in an iron mask and blinded since youth, the Boy of Silence is extremely sensitive to sound and will shriek loudly for aid if disturbed.

BASIC SECURITY AUTOMATA



While these Security Automata aren't as fearsome as the Motorized Patriot, they can still make a tough battle even more challenging.

GUN AUTOMATON – This fixed-position security turret is armed with the Triple R machine gun.

ROCKET AUTOMATON – This fixed-position security turret is armed with the Barnstormer RPG.

MOSQUITO – This flying security turret is held aloft by balloon and propeller and is armed with the Triple R machine gun.

GEAR

An important part of character customization and growth in **BioShock Infinite**, Gear refers to special clothing items that further enhance your skills or provide you with new abilities.

Gear is found within gift box packages found throughout Columbia, either in key locations or dropped off by powerful enemies after death.

There are 4 different types of Gear: **hat, shirt, pants** and **boots**. Only one piece of Gear can be placed in each respective slot.

When you find a piece of Gear, you will have the choice to put it in your inventory, compare it to the piece you are already wearing in that slot, or replace the piece you already have in that slot.

To view and equip different Gear pieces, use  and navigate to the Gear Menu.



VENDING MACHINES

There are three different types of automated vending machines where you can buy the necessary upgrades and resources to complete your mission.

DOLLAR BILL – Offers basic supplies like ammo, health packs and Phials of Salts.

VENI! VIDI! VIGOR! – Offers upgrades to make Vigors even more powerful.

MINUTEMAN'S ARMORY – Offers upgrades to change the capabilities of your weapons.



To buy items, you will need Silver Eagles, the Columbian currency. You will find on bodies, in containers, and out in the open throughout the city.

Press **Y** to search containers and bodies or pick up coins or coin purses.

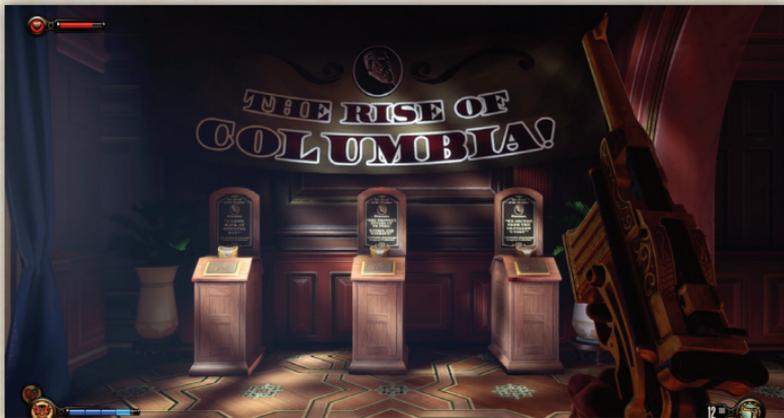
VOXOPHONES

Personal recording devices known as Voxophones can be found scattered throughout the city of Columbia. These audio diaries can give additional insight into the events that helped shape Columbia's history and help you solve her many mysteries.

Voxophones can be played upon pick-up by pressing **V** or from the Voxophones menu.



KINETOSCOPES



These nickelodeon-like devices feature short films on topics from daily aspects of Columbian life, the latest headlines, great moments in the city's history, and more. Watch and learn.

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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-subsicensable, 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 & 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 sublicense 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.

NO TRANSFERS: Any transferring, trading, selling, or exchanging of any VC or VG to anyone, other than in game play using the Software as expressly authorized by Licensor ("Unauthorized Transactions"), including, but not limited to, among other users of the Software, is not sanctioned by Licensor and is strictly forbidden. Licensor reserves the right, in its sole discretion, to terminate, suspend, or modify your User Account and your VC and VG and terminate this Agreement if you engage in, assist in, or request any Unauthorized Transactions. All users who participate in such activities do so at their own risk and hereby agree to be responsible and liable to Licensor, its partners, licensors, 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.

- Continuation in Effect. This Binding Individual Arbitration section survives any termination of this Agreement or the provision of services to You by the Company.
- 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.
- Severability. If any part of this arbitration provision is deemed invalid, unenforceable, or illegal, than 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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Nintendo Switch is a trademark of Nintendo.



PRODUCT SUPPORT

Visit <http://support.2k.com> for the latest on help and support for **BioShock: The Collection**, including resolutions to common error messages, for information regarding my2K accounts, or to change your my2K profile.