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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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# WELCOME TO RAPTURE

*OPPORTUNITY AWAITS*

I'm Andrew Ryan and I'm here to ask you a question:  
Is a man not entitled to the sweat of his own brow?

No, says the man in Washington. It belongs to the poor.

No, says the man in the Vatican. It belongs to God.

No, says the man in Moscow. It belongs to everyone.

I rejected those answers. Instead, I chose something  
different. I chose the impossible. I chose...

# RAPTURE.

A city where the artist would not fear the censor. Where the scientist  
would not be bound by petty morality. Where the great would not  
be constrained by the small. And with the sweat of your brow,  
Rapture can become your city as well.

# CONTROLS

## Joy-Con™



# CONTROLS

## Reference Table:

BUTTON	FUNCTION
	Move
	Look
Y button	Reload weapon, use an EVE hypo or start hacking
X button	Jump
B button	Use First Aid
A button	Interact
	Change Ammo
L	Switch Plasmid (Hold to Activate Selection Radial)
ZL	Fire Plasmid
R	Switch Weapon (Hold to Activate Selection Radial)
ZR	Fire Weapon
	Toggle Crouch
	Toggle Zoom
+	Pause Menu
-	Status Menu

# WEAPONS

As you progress through the city of Rapture, exploration and events will yield weapons that will help you survive. To use your current weapon, press **ZR**.

## Weapon Switching

As you acquire more weapons, you can easily switch back and forth quickly by using the **R** Button. Pressing the **R** Button once will cycle to the next weapon in your arsenal. Holding the **R** Button will pause the game and bring up a selection radial of all weapons that you currently hold. You can use **△** or **⊙** to choose your desired firearm, which will be equipped upon release of the **R** Button.



## Ammo

With the exception of the Wrench, each weapon has 3 different ammo types – 1 standard ammo type and then 2 more powerful ammo types that have specific benefits. For example, the Pistol has standard bullets, Armor Piercing Bullets and Anti-Personnel Bullets. Try out different ammo as each one has its own special uses within Rapture. Use **△** **⬅** **➡** **▽** to change ammo on your current weapon.



## Weapon Upgrading

Each weapon can be upgraded twice using Power to the People machines found in the world. Think carefully on your upgrade choice as only one upgrade can be made at each Power to the People machine. Once the upgrade is made, the machine closes permanently. On the plus side, the upgrades are free.

## ADAM

With the world's best and brightest scientists together at the bottom of the sea with no constraints, it was only a matter of time until the population made a number of breakthroughs. The defining breakthrough was ADAM. Generated by a deep sea parasite when it attached to a host, the parasite produced new stem cells healing the host. The new stem cells allowed the host to take on external genetic modifications that take over their normal cell structure (like cancer). These genetic modifications ranged from medical cures to pure vanity changes. The genetic modifications eventually became more militant in nature. The instant genetic modifications of Rapture come in two flavors: Plasmids and Gene Tonics.

# PLASMIDS

Now that you are trapped in Rapture, you must adapt and use Plasmids in order to escape the decaying city. Plasmids actively change or affect the world around you. To use your current Plasmid, press **ZL**.

## Plasmid Switching

You can have multiple Plasmids equipped at the same time. Cycle through the Plasmids you have equipped using the **L** Button. Holding the **L** Button will pause the game and bring up a selection radial of all equipped Plasmids. You can use **○** or **Ⓒ** to choose your desired Plasmid. The game will resume after you release the **L** Button.



## EVE

Plasmids are powered by EVE, a serum that gives you the power to use them. If you have no EVE, you cannot use your Plasmids. EVE can be restored through using EVE hypos that can be found scattered through Rapture as well as purchased at Vending Machines (see Vending Machines, page 19). Some food and drink items can also give you small amounts of EVE when consumed.

## Plasmid Slots

You begin the game with two open Plasmid slots. Each slot allows you to equip a single Plasmid, so use them carefully. Additional slots can be obtained by collecting more ADAM (see Gatherer Gardens, page 18).

## SWITCHING BETWEEN WEAPONS AND PLASMIDS

Once you have both a weapon and a Plasmid equipped, you will find that combat will dictate a quick switch between the two more often than not. Switching is easily achieved by simply pressing one of the opposite buttons from what is currently equipped. For example, if you are currently using your Pistol, pressing the **L** Button or pressing **ZL** will switch to the Plasmid you have equipped. Pressing the **R** Button or pressing **ZR** will switch back to the Pistol.

## GENE TONICS

Gene Tonics give you enhanced passive abilities, and come in three different flavors. Many, many Gene Tonics have been developed and it's your choice how they will best serve you in your time in Rapture.

### Physical Gene Tonics

Boost your body's natural abilities in incredible ways. For example, certain Gene Tonics might make you resistant to specific types of damage or let you naturally process toxins.

### Engineering Gene Tonics

Enhance your intellect and dexterity to allow you to carry out delicate tasks like hacking into and bypassing Rapture's security system.

### Combat Gene Tonics

Improve your reflexes and strength to boost your combat skills. For example, some combat gene tonics may increase the damage you can deal with a melee weapon or improve your effectiveness with electrical based attacks.

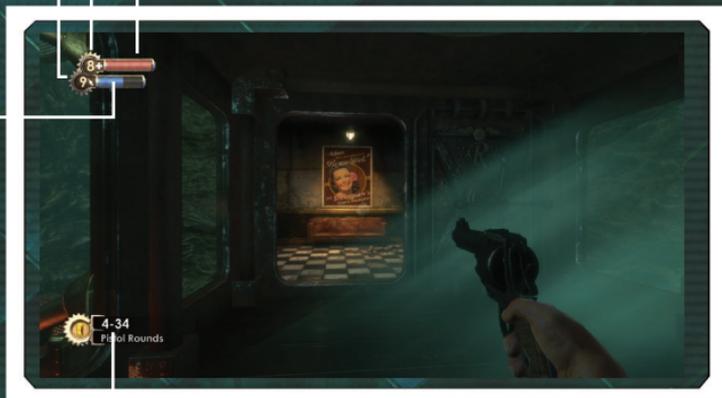
# HEAD UP DISPLAY (HUD)

Number of EVE Hypos

Number of First Aid Kits

Health

EVE



Ammo Menu

# MAIN MENU

## Continue

Continue playing a previous game. This option loads the most recent save game.

## New Game

Select to start a brand new *BioShock* game and choose from one of four variations of difficulty.

- **Easy** - Novice gamer or new to shooters
- **Medium** - Experienced shooter player
- **Hard** - Veteran player looking for a challenge
- **Survivor** - Every bullet counts

## Load Game

Allows you to load a previous saved game and resume your adventure in *BioShock*.

## Credits

View the credits for the team that brought you *BioShock*.

## Director's Commentary

View the video series *Director's Commentary: Imagining BioShock*.

## Museum

A tour of ideas discarded or reworked during the making of the original *BioShock*.

## Downloadable Content

Play *BioShock* Challenge Rooms.

## Options

Allows you to adjust brightness and customize controls, audio options, and gameplay options.

## GETTING HELP

*BioShock* is a deep game with a lot of things for you to discover. Throughout the game, there will be multiple ways to get help in order to fully experience Rapture.

### Adaptive Training

The adaptive training system will remind you about features of the game that you may have missed. If you find the system is telling you about things you already know about, you can turn it off in the Options Menu (see Options, page 23).

### What Is This?

Looking closely at an item will trigger the **What Is This?** prompt. You can bring up the **What Is This?** help message by pressing the — Button. This will give you information on that specific item. You can review these help messages at any time by accessing the Status Menu (see Status Menu, page 24).

### Hints

By pressing X on the Status Menu (see Status Menu, page 24), you can get hints on your current goal. These hints will change depending on how much progress you have made in reaching your current objective. Goal hints can also be accessed by holding down ▶ when playing the game.

## RAPTURE

### Population of Rapture

The citizens of this forlorn underwater city are unique and often grotesque. Below are the primary classes of Rapture's remaining population. You will encounter variants of these citizens as you progress further in your explorations.

#### SPLICERS

The citizenry of Rapture has taken a horrific turn for the worse. Crazed from overuse of Plasmids and Gene Tonics, they have scattered memories of their lives before, but worse for you, they are extremely aggressive towards anyone unfamiliar.

## LITTLE SISTERS AND BIG DADDIES

In addition to the former citizens, an even stranger pair can be found roaming the halls of Rapture: small girls with large syringes can be seen walking the decks. Though they seem vulnerable in this twisted world, they are followed by large protectors in metal diving suits called Big Daddies. You cannot get to the Little Sisters until you deal with the Big Daddy, which is no easy task. But deal with them you must, if you want to obtain ADAM from the Little Sisters in order to survive Rapture.

## Exploration

Exploring the world of Rapture is beneficial in many ways. There are many hidden secrets to find and looting the corpses of the city is essential for the resources you need to survive.

## ITEMS

There are many items that can offer health or EVE boosts upon pickup. Money can also be found in many places allowing you to purchase necessary items from Vending Machines.

- First Aid Kits – Replenish your Health



- **EVE Hypos** – Restore EVE



- **Autohack Tool** – Allows you to instantly succeed in any Hack (see Hacking, page 26).

## DIARIES

Diaries can be found throughout Rapture. Diaries are audio messages left by the citizens of Rapture. Some diaries give you information critical to your progress (the game helpfully identifies these with a golden glow). Other diaries simply help you to understand what happened to this once great city or give you clues to hidden secrets.

## Security

Rapture is full of machines programmed to provide airtight security.

### CAMERAS

There are cameras placed everywhere, constantly looking for intruders. If a camera spots you, it will sound a warning tone. If you stay in its sight long enough for it to identify you, it will sound the alarm, summoning one or more Security Bots. Alarms will time out (a counter will show you how much time remains), but the security system will keep sending bots as long as the alarm is active.



## TURRETS

The recent military activity has left many automated Turrets throughout the decks that are still active when confronted by an intruder. These machines are often deadly, but surprisingly can be used to your advantage if you can get close enough to Hack them (see Hacking, page 25). Be careful though, the turret should be disabled before attempted the Hack. A number of Gene Tonics and Plasmids were developed to help people circumvent the Security system in a variety of ways.



# CHARACTER GROWTH

## ADAM and the Little Sisters

ADAM is the lifeblood of Rapture (see ADAM, page 6). With it, more and more Plasmids and Gene Tonics can be **spliced** (integrated into your genetic makeup). If you are going to survive in Rapture, you will need to splice as many Plasmids as you can. Unfortunately, the ADAM can now only be found within the Little Sisters who roam the halls of Rapture, recycling ADAM from corpses under the watchful eye of the Big Daddies. Using long syringes, they drain blood from the bodies and then drink it to recycle the ADAM.

The only way to get a Little Sister is through the Big Daddy. If you can defeat him, you will have to choose how to deal with the Little Sister. You can Harvest the ADAM from her, a dangerous process that risks her life, or you can Rescue the Little Sister by killing the parasite inside her that enables her to process ADAM. You will be able to extract some ADAM from this parasite, but not as much as if you had harvested the ADAM directly. Nothing is free in Rapture, and even this choice has a cost.

If you do not collect and spend ADAM, the game can get extremely difficult. If you have failed to collect ADAM from Little Sisters on earlier levels, you can return to those levels at any time to tackle the Big Daddies.

Once you have acquired some ADAM, you can use it in any of the Gatherer Garden machines found throughout Rapture (see Gatherer Gardens, page 18).

## Researching Rapture's Inhabitants

Another significant source of character growth is through researching the inhabitants of Rapture using the Camera. During your adventure in Rapture, you may come across a special research camera that the law enforcement of the city used to learn the abilities of people who had spliced a lot of Plasmids.

You can use this camera to take photos of the people and security elements. The camera will rate your photograph and collect data on the enemy. When the camera has learned something, you will be granted bonuses like increased damage versus those enemies or even hidden Gene Tonics! The more photos you take, the quicker you will get the rewards.

The research camera is a significant source of character growth that could be the difference between death and survival.

# MACHINES

There are a number of machines in Rapture that offer invaluable services or resources.

## Gene Banks

Gene Banks are stations that allow you to reconfigure your equipped Plasmids and Gene Tonics. It will show all the Plasmids and Gene Tonics you have collected until that point and allow you to choose which are equipped or not. Unequipped Plasmids and Tonics are kept in storage for later retrieval at any other Gene Bank.



## Gatherer Gardens

These machines take ADAM and can be used to purchase more Plasmid or Gene Tonic slots, to increase your maximum Health or maximum EVE, or even to acquire new Plasmids and Gene Tonics.



## Vending Machines

These machines are full of resources for you to purchase such as ammunition, First Aid Kits and EVE hypos. Vending Machines can also be hacked, which will give you discounted prices on the available items and even open up special items for sale.



## Ammo Banditos

These are ammo-only Vending Machines.



## Vita-Chambers

These chambers will revive you if you are ever killed within Rapture. There are usually a couple of them in each area.



## Bot Shutdown Panels

These can be used to deactivate security bots that have been triggered by an alarm. Once shut down, bots can be hacked to become friendly to the player.



## Health Stations

Health Stations are where you can replenish your health completely - for a price. If you Hack a health station, you can get your health filled for a lower price and it will damage any aggressor who uses that machine.



## Power to the People Machines

These allow you to upgrade your weapons. These upgrades are free, but each machine will only give one upgrade. Once you have chosen your upgrade, the machine closes permanently.



## U-Invent Machine

These stations allow you to craft new items from the odds and ends you find throughout Rapture. Glue, rubber hoses and screws are just some of the materials you can collect that can be used to create ammo, hacking tools and even Gene Tonics. Most of these items can only be acquired through the U-Invent Machines.



## PAUSE MENU

At any time, you can bring up the Pause menu by pressing the **+** Button. Here you can view how much money and ADAM you currently have, as well as see how many Little Sisters are left in the current level. Other options while in the Pause menu include:

### Resume

Resumes the current game.

### Save

Saves your game progress at the current point. Note that you can save anywhere at anytime. The game will also autosave after loading an area. You can also delete your saved games from here.

## Load

Load a previously saved game.

## Options

Change game setup and options here; see the **OPTIONS** section below for more information.

## Quit to Main Menu

Leave the current game and access the Main Menu.

# OPTIONS

Adjust the current game setup.

## Adjust Brightness

Change the game's brightness

## Customize Controls

Change the controller sensitivity, invert look, turn vibration or auto aim on or off, and view controls.

## 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 adaptive training, subtitles, the quest arrow, vita-chambers, item shimmer and object highlighting on and off.

# STATUS MENU

You can access the Status Menu by pressing the — Button. The Status Menu has a number of tabs which can be selected with ◀ ▶ ▲ ▼ or by using L and R. The tabs in the Status Menu are:

## Map

This tab shows a map of the current level. The map shows your position and the location of your current goal, if known. Press ▲ to Zoom in and out. You can also get a hint on your current goal by pressing X.



## Goals

The Goals tab shows a complete list of your current goals. When you have multiple goals that you could be working on, you can switch which goal is active here by selecting one with  or     and then pressing . Goals that currently can't be worked on cannot be made active.

## Messages

The Messages tab allows you to replay any radio messages you've heard or diaries that you've picked up.

## Help

The Help tab organizes all relevant help messages and is a valuable resource for information about many of the game systems and items.

## HACKING

With all the machinery and brilliant minds in Rapture, it's not surprising that someone eventually figured out how to reprogram the machines with Hacking. By successfully redirecting the circuit flow, you can change the current state of the machine. The ability to Hack is present on almost all the machines found in Rapture. Hacking can open locked safes, and can even be used to reprogram the security system to view you as a friend, and your enemies as the intruders to be attacked. If a machine can be Hacked,  will appear when you are next to the machine. Pressing it will bring you to the Hacking menu that will allow you to evaluate the difficulty of the Hack as well as whether you want to Buyout or use an Autohack Tool to complete (see below).

Hacking can be completed in 3 different ways.

## How To Hack?

During the Hack, the object is to redirect the circuit flow by uncovering tiles and swapping the pipes you need to move the circuit flow to the exit tile on the board. Watch out for hazard pieces that can increase the speed of the circuit fluid, cause an electrical overload, or even sound a security alarm. The benefit of succeeding is that you gain the benefits for free, but the risk of physical damage is high.

If you are finding Hacking is getting very difficult, it is time to spend your ADAM to upgrade your Engineering track with more slots or to purchase more engineering tonics.



## Hacking Buyout

Hacking can also be achieved by paying a premium price. You can spend your money to override the machine. The more difficult the Hack, the more money it costs. Splicing Engineering Gene Tonics can reduce the Buyout costs.

## Autohack Tool

Finally, if you are lucky, you can find an Autohack Tool that immediately Hacks the machine with no issues. When at the Hacking evaluation screen, press **Y** to immediately succeed at the Hack with no risk. Autohack Tools are used up in the process.

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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 non-exclusive, non-transferable, non-sublicensable, limited right and license to use VC and VG obtained by you for your personal, non-commercial game play 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 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 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](http://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, 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 of all data privacy issues, including the collection, use, disclosure, and transfer of your personal information and other information, the Privacy Policy located at [www.take2games.com/privacy](http://www.take2games.com/privacy), as amended from time to time, takes precedence over any other statement in this Agreement.

## WARRANTY

**LIMITED WARRANTY:** Licensor warrants to you (if you are the initial and original purchaser of the Software but not if you obtain the pre-recorded Software and accompanying documentation as a transfer from the original purchaser) that the original storage medium holding the Software is free from defects in material and workmanship under normal use and service for 90 days from the date of purchase. Licensor warrants to you that the Software is compatible with a personal computer meeting the minimum system requirements listed in the Software documentation or that it has been certified by the gaming unit producer as compatible with the gaming unit for which it has been published. However, due to variations in hardware, software, internet connections, and individual usage, Licensor does not warrant the performance of the Software on your specific computer or gaming unit. Licensor does not warrant against interference with your enjoyment of the Software; that the Software will meet your requirements; that operation of the Software will be uninterrupted or error-free; or that the Software will be compatible with third-party software or hardware or that any errors in the Software will be corrected. No oral or written statement of 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 LOSS OF 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 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 TAKETWO 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 TAKETWO 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 and 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 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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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.