



SID MEIER'S

# CIVILIZATION VI

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GATHERING STORM



## **IMPORTANT HEALTH WARNING: PHOTOSENSITIVE SEIZURES**

A very small percentage of people may experience a seizure when exposed to certain visual images, including flashing lights or patterns that may appear in video games. Even people with no history of seizures or epilepsy may have an undiagnosed condition that can cause "photosensitive epileptic seizures" while watching video games. Symptoms can include light-headedness, altered vision, eye or face twitching, jerking or shaking of arms or legs, disorientation, confusion, momentary loss of awareness, and loss of consciousness or convulsions that can lead to injury from falling down or striking nearby objects.

Immediately stop playing and consult a doctor if you experience any of these symptoms. Parents, watch for or ask children about these symptoms—children and teenagers are more likely to experience these seizures. The risk may be reduced by being farther from the screen; using a smaller screen; playing in a well-lit room, and not playing when drowsy or fatigued. If you or any relatives have a history of seizures or epilepsy, consult a doctor before playing.

# SYSTEM REQUIREMENTS

## MINIMUM

**OS:** Windows 7 64bit / 8.1 64bit / 10 64bit

**Processor:** Intel Core i3 2.5 Ghz or AMD Phenom II 2.6 Ghz or greater

**Memory:** 4 GB RAM

**Hard Drive:** 12 GB or more

**Video Card:** 1 GB DirectX 11 Video Card (AMD 5570 or nVidia 450 or Intel Integrated Graphics 530)

## RECOMMENDED

**OS:** Windows 7 64bit / 8.1 64bit / 10 64bit

**Processor:** Fourth generation Intel Core i5 2.5 Ghz or AMD FX8350 4.0 Ghz or greater

**Memory:** 8 GB RAM

**Hard Drive:** 16 GB or more

**DVD-ROM Drive:** Required for disc-based installation

**Video Card:** 2 GB DirectX 11 Video Card (AMD 7970 or Nvidia 770 or greater)

## OTHER REQUIREMENTS

Initial installation requires one-time Internet connection for Steam authentication; software installations required (included with the game) include Steam Client, Microsoft Visual C++ 2012 and 2015 Runtime Libraries, and Microsoft DirectX. Internet connection and acceptance of Steam™ Subscriber Agreement required for activation. See [www.steampowered.com/agreement](http://www.steampowered.com/agreement) for details.

**Requires Sid Meier's Civilization VI to play.**



# OVERVIEW

*Sid Meier's Civilization VI: Gathering Storm* introduces an active planet where geology and climatology present unique new challenges. Not only must you contend with your rivals in diplomacy, but face threats from a changing planet as well. This expansion introduces the Diplomatic Victory and the World Congress – a new way to win the game and a new system where you compete for glory and prestige with the other civilizations in the world. It also adds Environmental Effects like floods, storms, droughts, eruptions, and rising seas, which will threaten your cities' growth and your people's expansion (but which might have some hidden benefits!) Technologies and Civics extend into the near future, offering you tantalizing possibilities for what the world of tomorrow might offer. There are eight new civilizations and nine new leaders, and many new units, buildings, improvements, and Wonders. Can you stand up to the gathering storm? Or will the winds of change sweep you away?

## WORLD CONGRESS

The World Congress is a new system representing high-level diplomacy between civilizations. It first comes into play during the Medieval Era. The World Congress will meet regularly to vote on Resolutions, which can change the rules of the game. There are also Competitions between civilizations, and the World Congress will occasionally meet to respond to Emergencies. How you respond to the World Congress will affect how other civilizations perceive you and may even offer you a route to victory.

## DIPLOMATIC FAVOR

Diplomatic Favor works as a currency that you can gain and trade with other civilizations. Positive interactions and Alliances with other major civilizations, and suzerainty over city-states will grant you Diplomatic Favor. Liberating a city-state or civilization will give you a big boost of Diplomatic Favor. You can use Diplomatic Favor in the World Congress to get an outcome you want on specific proposals.



# RESOLUTIONS

Resolutions are the most common item discussed during the World Congress and will affect the rules of the game. Each Resolution has a target, and two possible outcomes for how the target is affected. The Heritage Organization is one such example. It chooses a type of Great Work (like painting or music) and players can vote to either double the Tourism output of those works, or deny the Tourism output all together. Other Resolutions may target particular kinds of Luxury Resources, or affect the cost of buying units. Rule changes arising from Resolutions are binding on all players until the next World Congress convenes. The Resolutions up for discussion during any session of the World Congress are chosen from a pool of possible Resolutions that are appropriate to that period of history.

# SCORED COMPETITIONS

Scored Competitions are ways for civilizations to prove their superiority in a particular domain, like the World Games or Climate Accords. There are lucrative rewards for whoever wins a Scored Competition—including Diplomatic Favor to use in the World Congress! The quality of your award will depend on your tier at the conclusion, and even civilizations that don't win can still gain something through the competition. You can spend Production on a Competition like a Project in one of your cities to boost your score.

# EMERGENCIES

A raging flood, the conversion of a Holy City—a player affected by an Emergency can request a Special Session of the World Congress to ask for aid. During a Special Session, civilizations will vote on whether or not to declare an Emergency. If the vote passes, then civilizations will begin a special kind of Scored Competition to bring aid (such as donating Gold to a Request for Aid), or by participating in the Emergency. There are also military Emergencies where the world can bring action against a common foe.

# DIPLOMATIC VICTORY

There is a new way to win a game of *Civilization VI*! The diplomatic victory shows your mastery of the political intrigues of the World Congress. As you participate in Resolutions, or win certain Scored Competitions, you can earn Diplomatic Victory Points. Eventually the World Congress will start to consider a Diplomatic Victory Resolution, which awards or removes Diplomatic Victory Points to a target civilization (you'll want to vote on this for yourself when your civilization comes up!) If the Resolution passes, it awards those points to the target civilization, but if it fails, then the target civilization loses a Diplomatic Victory Point. Once a civilization has enough Diplomatic Victory Points, they win the game! You can check on the status of all civilizations towards this victory under the “Victory” screen in the upper right and selecting “Diplomatic Victory.”



# ENVIRONMENTAL EFFECTS

Other civilizations are not your only threat. The weather may turn harsh and thwart your plans. CO2 emissions may increase the world's temperature over time, leading to melting ice caps and rising sea levels. Volcanic eruptions and river floods may threaten your cities with damage or destruction. Some of these Environmental Effects may bring benefits, but they will all challenge your ability to respond to the changing world.

## GLOBAL TEMPERATURE

Using Coal and Oil to generate power may lead to a rise in the world's average temperature, which can lead to rising seas and worsening storms. There is an icon in the upper left of the interface that will take you to the World Climate Screen which shows you the current state of the world's climate. Each phase has unique effects on the world.

## FLOODING

Rivers have a chance to Flood any Floodplain tiles adjacent to the River. Floods can vary in intensity, up to 1000-year Floods which can affect a huge region. Floods can pillage (or destroy!) Improvements or Districts or reduce city population. The Dam will prevent floods from damaging your cities along a river, as will the Great Bath World Wonder. After a Flood passes, there is a chance that the affected tiles will have improved yields for the rest of the game.

## VOLCANOES

Volcanoes are usually found where continents meet. They can either be dormant, active, or erupting. Dormant volcanoes are just like ordinary mountains, but when they become active, billowing smoke and an ominous glow appear. Active volcanoes eventually erupt, damaging adjacent tiles based on the severity of an eruption. Eruptions can pillage or destroy Improvements, or reduce a city's population if the city center is affected. After a volcano erupts, there is a chance that affected tiles will yield additional Food for the rest of the game.



## SEA LEVEL RISE

As CO<sub>2</sub> is released into the atmosphere, the world warms and the polar ice caps melt, leading to sea rise. Coastal terrain may flood depending on its height. There are four levels of coastal height: 1 meter, 2 meter, 3 meter, and tiles not affected by coastal flooding. Each level of global warming raises the sea level by half a meter. If a coastal tile is flooded by rising seas, Districts and Improvements on that tile will be destroyed (the game will count them as permanently Pillaged.) Once flooded, a tile cannot be repaired until a Flood Barrier is built for that city. Don't delay in constructing these! If the seas rise again, the tile might be fully submerged and totally destroyed!

## STORMS

Storms may appear anywhere on the map, and will remain for three turns before disappearing. Each storm will move across the map, and will pillage or destroy Improvements and Districts, reduce population in city centers, and damage units in their path. There are four kinds of Storms that can appear, and they can vary in intensity. Blizzards appear on Snow or Tundra tiles. Tornadoes are the smallest storms, appearing only on Grassland or Plains tiles. Sand Storms appear in the desert, and are moderately sized. Hurricanes are the largest storms, occurring in Ocean tiles. Both Sand Storms and Hurricanes have a chance to improve the yields of affected tiles after they pass.

## POWER

Power is a new resource you must manage in your cities for them to operate at their greatest potential. Managing Power in your cities starts to come into play during the Industrial Era and later, especially for powerful buildings in your Districts like the Research Lab, the Broadcast Center, and the Factory. You will need to manage consumable and renewable resources efficiently. Cities that do not have enough Power will not have their best possible benefit from Buildings.

## FUELING POWER PLANTS

Power Plants consume Coal, Oil, or Uranium to produce Power. Fuel resources are burned automatically from your stockpile. Be aware that some military units may need Coal, Oil, or Uranium as well as part of their upkeep, and plan ahead for use. Burning Coal or Oil in a Power Plant will add substantial amounts of CO<sub>2</sub> to the atmosphere and quickly raise the global temperature.



# NUCLEAR POWER PLANTS

The Nuclear Power Plant produces less CO<sub>2</sub> than an Oil or Coal Power Plant, but requires maintenance to prevent serious malfunction. After a Nuclear Power Plant is built and is active for a while, a city may choose the Recommission Nuclear Reactor to keep the reactor tuned. Otherwise, as the reactor ages, there is an increasing chance for a Nuclear Accident. A Nuclear Accident has differing levels of severity, but will result in Fallout on affected tiles, just as if a nuclear weapon had detonated. Improvements, Buildings, population, and units may all be lost in a Nuclear Accident.

# RENEWABLE RESOURCES

As your technology progresses, you may discover new Improvements like the Wind Turbine and the Solar Farm that add Power each turn without affecting the climate. Geothermal Fissures can provide you with a place to build Geothermal Power Plants. Hydroelectric Dams can be built at a Dam District.

# DIPLOMACY CHANGES

There are changes to the way you will interact with the other civilizations and leaders in the game. Grievances replace the Warmonger penalty, Alliances offer Diplomatic Favor, leaders pursue new agendas, and we can neither confirm nor deny changes to espionage.

# GRIEVANCES

Grievances are diplomatic penalties that accumulate through acting against the wishes of another civilization in the game. Once generated, they slowly decay over time as long as you are not at war with that civilization. Grievances decay quickly in the early game, but the rate of decay slows as the game eras progress.

Grievances are usually generated once through actions like declaring war on a civilization, conquering a city, or razing a city. Occupying an enemy city will generate Grievance against you each turn. Ignoring requests from other civilizations will generate Grievance, as will conquering a city-state (with those civilizations who have met the city-state.) Casus Belli offer a way to reduce the grievance generated by a declaration of war, whereas surprise wars are likely to generate additional grievance from your target. You can also gain some Grievance from friends of your target. For example, if America declares war on England, and England is allied with France, then France will receive Grievance against America (although less than England).



# ALLIANCE ADVANTAGES

Alliances now offer even more advantages! You will receive a certain amount of Diplomatic Favor each turn while you have an active Alliance in place, making it easier to get your desired outcome in the World Congress than those sorry civilizations who lack good friends. You can also use the Grievance you get through third-party interactions to twist concessions out of the enemies of your allies.

## SNEAKIER SPIES

Spies can now undertake the Breach Dam mission. If successful, the targeted Dam is pillaged and a Flood immediately occurs along the river. The Satchel Charge promotion will make a spy even more likely to succeed at this mission. The Surveillance promotion allows a Spy to defend all the Districts in a city when Counterspying, with bonuses for Districts that are adjacent to the District where the Spy is located. The Polygraph promotion is also a defensive promotion, which when given to a Spy makes all enemy Spies less effective when this Spy is defending.

## NEW AGENDAS

Leaders have agendas—goals they are trying to accomplish in the game. Each leader has their particular Historical Agenda, a randomly-determined agenda, and gets a third agenda once they complete the Nationalism Civic. New agendas have been added in *Gathering Storm*.

- **Demagogue:** This leader is trying to accumulate the most Diplomatic Favor. They will dislike any civilization that also has a lot of Diplomatic Favor on hand.
- **Destination Civ:** This leader is trying to make their civilization the most popular with Tourists. They will respond positively to civilizations that have a low Tourism output, and unfavorably to those with a high Tourism output.
- **Expansionist:** This leader will try to gain as much territory as possible for their civilization, and will respond positively to other civilizations that do the same. They will respond unfavorably to civilizations with little territory.
- **Flat Earther:** This leader dislikes technological progress, and will respond unfavorably to civilizations that circumnavigate the globe, or have an active space program.
- **Great White Fleet:** This civilization will focus on building a strong navy, and will like other civilizations that do the same. They will dislike civilizations that neglect a strong naval presence.
- **Intolerant:** This leader wants to have their empire to all follow the same religion. They will respond positively to other civilizations that share this leader's religion and dislike any civilization that is spreading a different religion into this leader's cities.



- **Libertarian:** This leader wants to have the most Diplomatic Victory Points. They will dislike any civilization that is also gathering Diplomatic Victory Points.
- **Pillager:** Some leaders just want to watch the world burn, starting with the map. They will like any civilization that also Pillages while at war.
- **Turtler:** This leader prefers to remain safe from external threats. They will dislike any civilization that conquers other capitals.
- **Zealot:** This leader is actively trying to spread their Religion to win a Religious Victory. They will respond well to any civilization that shares their Religion, and poorly to heretics (which is anyone who does not share their Religion).

## MAKING PROMISES AND BREAKING PROMISES

When you are approached by the leader of another civilization who makes a demand of you, you can gain Diplomatic Favor by agreeing with them (for example, by promising not to settle near them again, or spy on them in the future). If you disagree with them (for example by claiming your right to settle wherever you want) then you will generate Grievances against you with that player.

## FUTURE TECHS AND CIVICS

Technologies and Civics now extend beyond the present age into the Future Era! While we can project what the future might hold, it's harder for us to determine which technologies and cultural advances will lead to the next. Because of this, technologies and civics in the Future Era have their prerequisites determined randomly at the start of each game. Every game of *Gathering Storm* you play will take a different track through the Future Era.

## FUTURE ERA TECHNOLOGIES

The Future Era Technologies unlock necessary parts of the Science Victory, but players interested in winning a Domination Victory will also be very interested in these technologies, since they unlock the full potential of the most powerful unit in the game and its promotions. The Robotics Technology (from the Information Era) now unlocks the Giant Death Robot!

- **Seasteads:** Unlocks the Seastead Improvement for Builders and will grant the player a Diplomatic Victory point.
- **Advanced AI:** Unlocks the Drone Air Defense Promotion for the Giant Death Robot, giving it improved combat strength versus air units.
- **Advanced Power Cells:** Unlocks the Particle Beam Siege Cannon Promotion for the Giant Death Robot, giving it improved attacks versus cities.



- **Cybernetics:** Unlocks Enhanced Mobility for the Giant Death Robot, increasing its Movement.
- **Smart Materials:** Unlocks Reinforced Armor Plating for the Giant Death Robot, increasing its combat strength versus land and naval units, as well as the Launch Exoplanet Expedition project, which is necessary for the Science Victory.
- **Predictive Systems:** Unlocks the Offshore Wind Farm.
- **Offworld Mission:** Unlocks the Terrestrial Laser Station and the Lagrange Laser Station projects, which can accelerate a Science Victory.

Future Tech returns as a repeatable Technology at the end of the tech tree. Each time it is completed, the player earns additional Score and bonus Production towards city projects.

## FUTURE ERA CIVICS

The Future Era Civics unlock extra perks for the World Congress and powerful Wildcard policies, which will make them important to players pursuing Diplomatic Victory or boosting their chances for a Cultural Victory through the World Congress.

## NEAR FUTURE GOVERNMENTS

Starting in the Information Era, there are new Tier 4 Governments available as well, which can help you cement your victory of choice. Each of these has 5 Wildcard Policy slots and 4 other Policy slots, giving you a great deal of flexibility in how you customize your government.

- **Venture Politics:** Unlocks Corporate Libertarianism (2 Military, 1 Economic, 1 Diplomatic, 5 Wildcard Policies.) Commercial Hubs and Encampments now provide bonus Production to cities, as well as a bonus to resources with improvements, but cities generate less Science.
- **Distributed Sovereignty:** Unlocks Digital Democracy (1 Military, 1 Economic, 2 Diplomatic, 5 Wildcard Policies.) Cities receive extra Amenities and bonus Culture per Specialty District, but units get reduced Combat Strength.
- **Optimization Imperative:** Unlocks Synthetic Technocracy (1 Military, 2 Economic, 1 Diplomatic, 5 Wildcard Policies.) Cities receive bonus Power, and city projects gain a Production bonus, but Tourism is reduced.

## NEAR FUTURE CIVICS

- **Near Future Governance:** Unlocks the new Tier 4 Governments, and provides a Governor Title and city-state Envoys.



- **Information Warfare:** Unlocks the Integrated Attack Logistics Policy (move faster when starting in your own territory, and bonus Production for Giant Death Robots) and the Rabblerrousing Policy (bonus to Diplomatic Favor generated per turn and gain back a portion of your Diplomatic Favor when you vote against a civilization for Diplomatic Victory Points in the World Congress)
- **Exodus Imperative:** Unlocks the Aerospace Contractors Policy (Bonus Aluminum and Power per turn in cities with a Spaceport) and Space Tourism Policy (Reduces Tourism against you from other civilizations).
- **Global Warming Mitigation:** Awards 3 Envoys, 1 Diplomatic Victory point and unlocks the Carbon Recapture Project, which reduces the CO2 emissions of your civilization and awards Diplomatic Favor when complete.
- **Smart Power Doctrine:** Unlocks the Diplomatic Capital Policy (extra Diplomatic Favor per turn) and Global Coalition Policy (Bonus combat power for units in friendly territory).
- **Cultural Hegemony:** Unlocks the Hallyu Policy (Rock Bands can choose any possible promotions) and Non-State Actors Policy (Spies can choose any possible promotion).
- **Future Civic:** Awards 1 Governor Title, a bonus of Diplomatic Favor, and can be repeated multiple times for extra score.

## SCIENCE VICTORY CHANGES

What could be more inspiring to the world than a permanent settlement on Mars? A permanent settlement on a planet around a distant star! The Science Victory has been updated in *Gathering Storm*.

The Science Victory now requires players to complete a series of increasingly-difficult Projects, culminating in the Exoplanet Expedition.

First, players must complete the Earth Satellite project in a city with a Spaceport District. Next, they must complete the Moon Landing Project, then the Mars Colony Project.

The final stage in the Science Victory is the Exoplanet Expedition. Once this project is complete, the player gains points each turn towards the Science Victory. A player can accelerate the number of points they gain per turn by completing additional projects: The Lagrange Laser Station and the Terrestrial Laser Station. If the player was the winner of the International Space Station project in the World Congress, they will also gain points each turn towards the Science Victory.

Once an Exoplanet Expedition project is complete, the clock is ticking! The only way to prevent the player from winning the game is to conquer that player, or to win another kind of victory.



# CULTURE VICTORY CHANGES

There were certain late-game Civics and Social Policies that were central to winning a Culture Victory. These have been rebalanced, and now you will need to actively manage your Culture and Tourism. The new Rock Band unit is key to targeting specific civilizations for a huge boost in Tourism. Check out the Rock Band entry under Units for more details on how these work.

# STRATEGIC RESOURCE CHANGES

Previously, developing a Strategic Resource added a single copy of that Resource to your pool. Now, developing a Strategic Resource adds a certain amount of that resource to a stockpile each turn. Constructing certain units, buildings, improvements, or projects will deduct some of that resource from your stockpile. Power Plants also use Strategic Resources to create Power. If you run out of a resource required for a unit, that unit will be much less effective in combat. For instance, the Tank requires Oil to construct and as part of maintenance each turn. If you run out of Oil, all your Tanks will function much less effectively. This change allows you to bank resources for later development. You can still trade for Strategic Resources with other civilizations.

# NEW BUILDINGS & IMPROVEMENTS

Each expansion for Civilization brings you new marvels to construct, and *Gathering Storm* brings you new ways to guard against nature's fury and bring glory to your people.

The **Dam** is a new District. It must be constructed on a Floodplain tile adjacent to a River, and have River along at least 2 edges of the tile. Once constructed, it prevents damage to cities along the river from Flooding. Only one Dam District may be built per river—once a Dam is complete, no other Dams may be built along that river. Dams also prevent a loss of Food from Drought in its home city. The Dam provides Housing and Amenities. Later, a Hydroelectric Dam may be built on this District, which will provide Power.

The **Canal** is another new District. It must be constructed on flat land to connect two bodies of water, or a body of water to a city center. Canals may go directly through a tile, or bend by 60 degrees, but three-way Canal junctions are not allowed. Naval units may move through a tile that contains a Canal. Trade Routes that pass through these earn extra Gold.

**Power Plants** use Coal, Oil, or Uranium, and only one kind of Power Plant can be built on an Industrial Zone. There are projects available to convert a Power Plant to use a different kind of fuel, once the appropriate technologies are unlocked.



The **Flood Barrier** is a city center building that protects Coastal Lowland tiles from rising seas. Its build cost and per-turn maintenance are based on the difference between the sea level and the number of Coastal Lowland tiles owned by the city. The greater these numbers, the more expensive the Flood Barrier is to build and maintain.

**Geothermal Plants** don't just give you Power, they also provide Science and Production each turn! This Improvement unlocks later in the game and can only be built over a Geothermal Fissure.

**Mountain Tunnels** now allow you to pass through Mountains. Place your Military Engineer adjacent to a Mountain tile to build the entrance, and at another edge to build the exit. Units can now cross through the mountains with ease!

**Railroads** are also built by Military Engineers. Although it requires Coal and Iron to construct, it will greatly speed up units that travel along its route. Trade Routes that use a Railroad earn extra Gold.

**Wind Farms** provide Gold, Production, and Power (without warming the planet!) Later you'll be able to build these at sea as well.

The **Solar Farm** provides Gold and Production as well as Power (again, without causing global warming), but has to be built on flat land that is not Snow.

**Ski Resorts** can be built on a Mountain tile, and provide Tourism based on the Appeal of the tile. They also provide an Amenity, but can't be built adjacent to another Ski Resort.

The **Seastead** is an Improvement built on Coasts, Lake, or Ocean tiles. The Seastead provides Food, Housing and Tourism based on the Culture of the tile. If built adjacent to Fishing Boats, it also provides Production. It provides Culture and Tourism if built adjacent to a Reef.

## NEW UNITS

Aside from the Unique Units in the new civilizations in *Gathering Storm*, there are some new military units for you to construct. These fill in some gaps in the technology tree, representing historical evolutions between existing unit types. These will offer you additional decision points for constructing or upgrading your units as you advance through the middle and late games.

The **Skirmisher** is an upgrade to the Scout that unlocks in the Medieval Era through the Machinery technology. It has a ranged attack, and upgrades into the Ranger later.

The **Courser** unlocks through the Military Science technology. This Light Cavalry unit should start appearing during the Late Medieval Era, and is an upgrade from the humble Horseman. It will eventually upgrade into the Cavalry.



**Cuirassiers** unlock through the Ballistics technology. This Heavy Cavalry unit is an upgrade from the Knight, and eventually upgrades into the Tank. Units of noble warriors of the days of chivalry should now be competitive through the Industrial Era, if you keep them updated!

The **Giant Death Robot** returns to Civilization. This Future Era unit requires a huge investment of Production and Uranium to build, but once built and upgraded, is almost unstoppable. Send this to finish the work of Conquest Victory!

The **Rock Band** is a special kind of Atomic Era unit which generates huge boosts of Tourism. The Rock Band can only be purchased with Faith, and has its own special set of promotions. Send your Rock Bands to other civilizations to put on a show—the amount of Tourism they generate is determined in part by the location where they perform, with Wonders granting the most Tourism. A Rock Band can't perform in the same location twice. Every time a Rock Band performs, there's a chance the group may improve for the next show, or break up to pursue solo projects.

## NEW CIVILIZATIONS AND LEADERS

There are nine new leaders and eight new civilizations in *Gathering Storm*. Some of these leaders and civilizations are most effective at using the new systems like World Congress, and others are good generalists which should help any of a number of victories. Here we've included both information about how to play as them, and what you can expect when you face them.

### INCA

One of the greatest native civilizations of South America, the Inca are famous for their complex road network, their bountiful mountain terrace farms, and their wealth in gold, silver, and potatoes. Their empire lasted for centuries until it imploded from contact with Westerners and ensuing civil war. The Inca are unique in that they can work Mountain tiles.

#### LEADER

The Inca are led by **Pachacuti**. His unique ability gives domestic trade routes extra food based on the number of Mountain tiles in the home city. Pachacuti gives the Inca the ability to construct the Qhapaq Nan, a mountain tunnel unique to the Inca they can construct eras before other civilizations.

#### UNIQUE UNIT

**Warak'aq**: This unit replaces the Skirmisher, and has better ranged combat strength and a second attack each turn, if it still has unused Movement.



## UNIQUE INFRASTRUCTURE

**Terrace Farm:** The Terrace Farm is a special farm that needs to be built on hills and receives bonus Food for adjacent Mountain tiles and Terrace farms. Your city will get extra housing from multiple Terrace Farms, making expansion easier when geography limits you.

## PLAYING AS THE INCA

Terrace Farms and the Qhapaq Nan give the Inca the ability to use Mountain tiles in ways that other civilizations cannot. This means you can expand your empire along mountain ranges where other civilizations might not normally look to live. Cluster Terrace Farms in pockets near mountains to optimize their adjacency bonuses. You can use your internal trade routes to boost the growth of new cities to bring them up to speed quickly. While the Warak'aq is a strong replacement for the Skirmisher, you will want to make sure that you have a good mix of combat and supporting units when going to war in mid-to-late game.

## PLAYING AGAINST THE INCA

Pachacuti's Historical Agenda is called Sapa Inca, and he wants to be the only leader settling near mountains. Since so many of the Inca abilities synergize with Mountain tiles, look for them to settle near these, building Terrace Farms to feed their people and grow larger cities than you might otherwise expect. Likewise, the mountains are less of an obstacle for their units, so watch out for attacks from unexpected directions.

## OTTOMANS

This famous empire stood at the crossroads of the East and the West, conquered the last of the Roman Empire, and for centuries stood as the greatest political power of the Muslim world. The strength of their armies and the strength of their faith held them in power for nearly six centuries. The Ottomans get bonuses to the production of Siege units, and their Siege units are more effective against District defenses. When they conquer a city, the city does not lose population, and the conquered city gains one extra Amenity, as well as Loyalty per turn.

## LEADER

The Ottomans are led by **Suleiman** the Magnificent. Suleiman's unique ability is that he provides the Ottomans with a unique Governor—his childhood friend and Grand Vizier Ibrahim—who has special promotions centered around war and diplomacy. Suleiman also gives the Ottomans another unique unit in the Janissary. The Janissary is stronger and cheaper than a regular Musketman, and comes with a free promotion. But watch where you build these! If you build a Janissary in a city founded by the Ottoman, you will lose a population.



## UNIQUE UNIT

**Barbary Corsair:** This Medieval Era unit replaces the Privateer. Coastal raids cost no movement, and this unit cannot be seen unless a unit is adjacent to it.

## UNIQUE INFRASTRUCTURE

**Grand Bazaar:** This replaces the Bank in the Commercial Hub. The Ottomans receive 1 extra copy of a Strategic Resource for every different type this city has improved, and receives 1 Amenity for each kind of Luxury Resource the city has improved.

## PLAYING AS THE OTTOMAN

You have some of the best tools in the game for wrestling control of cities from other civilizations—make use of them! There should be a window in the Medieval or early Renaissance Era where your unique units and Grand Bazaar all become available. If you can time a rapid expansion by war to coincide with this, you can expand your empire quickly and spend the rest of the game cultivating it like a garden towards the victory of your choice. Use your special Governor early and move him often, using him to mollify some of the Grievance against taking an enemy capital if need be. Avoid a protracted war, which will allow your enemies to catch up to your power and sap your strength going forward.

## PLAYING AGAINST THE OTTOMAN

Suleiman's agenda is called Lawgiver. He prefers to keep his people happy and loyal, and will be impressed with leaders who do likewise. If your cities are unhappy and disloyal, Suleiman may just take them away from you. Beware of the Ottoman military power in midgame, and make sure that you have the ability to deter or respond to any potential war if you share a border.

## MALI

The Empire of Mali grew rich through trade in gold and salt, and its most famous king brought talent from around the world to his capital, leading to a golden age of religious scholarship. The vibrant culture of the Malian people continues through to today. Mali's special ability is called Songs of the Jeli, which gives city centers bonus faith and food from adjacent Desert and Desert Hill tiles. Malian mines have lower Production, but much greater Gold, and they can purchase Commercial Hub buildings with Faith. All of this is balanced by penalties to Production when constructing buildings or units.



## LEADER

Mali is led by **Mansa Musa**, the famous king whose fabulous wealth on display during his pilgrimage to Mecca made Mali synonymous with “gold.” His unique ability provides Malian external Trade Routes extra gold for each flat Desert tile in the originating city. Every time Mali enters a Golden Age, they get an additional Trade Route.

## UNIQUE UNIT

**Mandekalu Cavalry:** This Medieval Era Knight replacement provides bonus protection from plundering to all landed Traders within 4 tiles. When a Mandekalu Cavalry unit wins a combat, it gains Gold.

## UNIQUE INFRASTRUCTURE

**Suguba:** This Commercial Hub replacement makes Units, Buildings, and Districts cheaper to purchase with Gold or Faith. It gains bonus gold from adjacent Holy Sites, rivers, and a little bit from every two other specialty Districts.

## PLAYING AS MALI

Mali is an economic powerhouse that prospers growing in the desert. There will be less competition for space in the desert for your cities, but grow with an eye for lucrative trade routes. Since you can acquire gold so easily, and since you have a penalty to your domestic production, plan to buy your way to growth and defense. Trade, Faith, and Gold are your lifeblood, and you may find yourself in serious trouble if these are cut off. Never allow unused Trade Routes to persist for turn after turn, and use Governors and Policies that can help you extend your purchasing power.

## PLAYING AGAINST MALI

As the Lord of the Mines, Mansa Musa wants to see other civilizations maximizing their incoming gold and the yields of their Trade Routes, and he dislikes those who let the merchants grow idle. Mali is likely to be a valuable partner for international trade, so compete with rivals to prove to Mansa Musa that you are the best investment.



# HUNGARY

Long a proud kingdom in Central Europe, the history of Hungary is inextricably tied with the course of European history, from the decline of the Western Roman Empire to the expansion of the Ottomans to the delicate nation-state diplomacy of the Industrial Age. Hungary's special ability is called "Pearl of the Danube" and gives bonus Production to Districts and Buildings built across a river from a city center.

## LEADER

**Matthias Corvinus** leads Hungary, and the Raven King is ready for war. When Matthias levies military units from a city-state, they get bonus Combat Strength and Movement, and he can upgrade them at no cost in Gold or Resources. Every time he levies troops from a city-state, he gains bonus Envoys with that city-state. He also provides the Black Army unit once Castles are researched—a Courser replacement that gets bonus Combat Strength for adjacent Levied units.

## UNIQUE UNIT

**Huszár:** This Industrial Era replacement for the Cavalry gets bonus Combat Strength for every active Alliance with Hungary.

## UNIQUE INFRASTRUCTURE

**Thermal Bath:** This replaces the Zoo in the Entertainment Complex. It provides Amenities and Production to each city within 6 tiles. If there is a Geothermal Fissure in the city's borders, the Thermal Bath also produces Tourism and extra Amenities.

## PLAYING AS HUNGARY

When you play as Hungary, it is important to remember that you have the potential to summon enormous armies to your aid—provided you have the funds and the relationship with city-states. During wartime, you should be levying your military from city-states as a first action. During peace, you must make sure you maintain your Suzerain status in order to be ready for the next war. This means you need to be vigilant as to what the intentions of your rivals are, and any opportunities to exploit weakness that might arise. Your ability to build cheaper Districts and Buildings when situated on a river means that you need to be mindful of where to expand, what to build, and be ready to rebuild after a flood.

## PLAYING AGAINST HUNGARY

Matthias enjoys levying troops for his army, and appreciates leaders who do likewise. This gives Hungary the distressing ability to have enormous armies appear from unexpected corners during a war. Be mindful of the suzerains of nearby city-states, especially if Matthias is the suzerain, as these are likely to be fronts in any war he declares with you.



# MAORI

The indigenous people of Aotearoa (or New Zealand as it is also known) settled some of the last uninhabited land in human migration across the planet. The Maori are unique in that they begin the game Embarked and at sea, with the Sailing and Shipbuilding technologies and the ability to enter Ocean tiles. Embarked units get bonus movement and combat strength. Unimproved Woods and Rainforest tiles provide bonus Production, which can be improved once the Conservation Civic is unlocked. Their Fishing Boats provide bonus food and the Culture Bomb effect (immediately adding adjacent tiles). This is balanced by an inability to harvest Resources, or earn Great Writers.

## LEADER

**Kupe** the Navigator leads the Maori, as the legendary discoverer of Aotearoa. He gives the Maori's first city extra Population and a free Builder. The Palace provides additional Housing and an Amenity. The Maori gain Science and Culture each turn until they found their first city. These advantages offset some of the opportunity costs of looking for the perfect place to settle at the start of the game.

## UNIQUE UNIT

**Toa:** This Classical Era Swordsman replacement reduces the Combat Strength of adjacent enemy units. The Toa can also construct the Pa—an Improvement which gives the occupying unit improved combat strength, automatic Fortification bonuses, and healing for Maori units that enter, even if they have just moved or attacked. It can only be built on Hill tiles.

## UNIQUE INFRASTRUCTURE

**Marae:** This Amphitheater replacement provides Culture and Faith to all of the city's tiles with a passable feature. Once Flight is researched, it also provides Tourism to these features. The Marae costs no maintenance, but does not contain a Great Work slot.

## PLAYING AS THE MAORI

Few civilizations can explore the world as well as the Maori. While delaying your first settlement is usually a recipe for disaster in Civilization, the Maori do have the tools to buy time to find and settle the perfect coastal spot – one that will reap rewards in the long game. Look for cities situated in high-Appeal territory and with a good mix of resources or Natural Wonders nearby. Use the Toa and their Pa to secure territory and make your Maori homeland hard to invade. Later on in the game, as conservation and tourism become important paths to victory, the Maori's pristine world and high-Appeal tiles can easily be converted to parks and other Tourism-generating sources, making a cultural victory achievable and satisfying. The only armies you'll need to worry about at that point are hordes of tourists.



## PLAYING AGAINST THE MAORI

Kupe's agenda is Kaitiakitanga, protecting the natural features of his Empire from development. He will respect leaders that share his dedication to conservation. The Maori are outstanding allies and partners over the course of the game, but their late-game booming culture can make them dark horse competitors if you're not expecting it. There are few things as frustrating as planning to launch a mission to distant stars, only to discover that the world would rather be snorkeling near sparkling Maori resorts, powered by green energy and surrounded by national parks.

## CANADA

The Great White North and second-largest nation by landmass in the world, Canada has become a world leader in diplomacy, often in counterbalance to its more bellicose neighbor to the south. Canada cannot declare Surprise Wars, nor can it be the target of a Surprise War. Canada cannot declare war on city-states. Canada earns extra Diplomatic Favor based on its Tourism, and gets bonus Diplomatic Favor for successfully completing an Emergency.

### LEADER

Canada is led by **Wilfrid Laurier**. His ability "Last Best West" allows Canada to construct Farms on Tundra tiles, and later Tundra Hill tiles. Canada pays less Gold to acquire Snow and Tundra tiles, and gets bonuses for Resource extraction on Snow and Tundra tiles as well.

### UNIQUE UNIT

**Mountie:** This unique Modern Era Light Cavalry unit unlocks from the Conservation Civic. Respectably strong and reasonably fast, it can also create a National Park and gets bonus movement and combat strength fighting near anyone's National Parks, which is further improved if fighting near Canada's National Parks.

### UNIQUE INFRASTRUCTURE

**Ice Hockey Rink:** This Improvement adds an Amenity, as well as Culture based on the number of adjacent Tundra or Snow tiles. Additional yields, including Tourism, Food, Production, are unlocked later through other Civics. It produces additional Culture when built adjacent to a Stadium, but only one Ice Hockey Rink can be built per city.

## PLAYING AS CANADA

Since Canada can grow in Snow and Tundra better than most civilizations, feel free to keep your expansion in the high latitudes. Your civilization is a platform for participation in the World Congress, where you can exercise outsize influence due to your bonuses to Diplomatic Favor. Don't neglect Tourism and Culture, since these will amplify your ability to work within the World Congress, but



Canada works best at the head of a strong and lasting coalition of allies. Your allies may be trying to win the game for themselves, but they'll respect you as you strive for your own victory.

## PLAYING AGAINST CANADA

Wilfrid Laurier's Historic Agenda is called Canadian Expeditionary Force, and will have him participating in as many Emergencies as he can. He will respect other civilizations that participate in Emergencies. Expect to see Canada working through the World Congress towards a Diplomatic Victory, taking best advantage of their diplomatic leverage. Ignoring or circumventing the World Congress is likely to bring you into conflict with Canada, Canada's allies, a host of city-states, and the weight of world opinion. Canada might be built on Tundra, but you'll be the one out in the cold.

## PHOENICIA

Phoenician cities were some of the richest of the Ancient and Classical world, lasting from the Late Bronze Age collapse to the fall of Carthage. The Phoenicians were recognized as peerless merchants and sophisticated shipbuilders. The Phoenicians begin the game with the Eureka for the Writing technology (they practically invented the form as we use it in the West). Coastal cities founded by Phoenicia and on the same continent are 100% Loyal. Phoenician Settlers have extra sight and extra movement when Embarked, and ignore the movement costs of embarking and disembarking.

## LEADER

**Dido** leads Phoenicia. The legendary queen-founder of Carthage was born in the Phoenician city of Tyre, but is most famous for her role founding the implacable foe of Republican Rome. Dido has the unique ability to move her Capital to any Phoenician city with a Cothon after completing a unique project in that city. She gives bonus Trade Routes for the Government Plaza District and buildings constructed in that District.

## UNIQUE UNIT

**Bireme:** This Galley replacement has better movement and combat strength, and protects nearby Trader units on the water from being plundered.

## UNIQUE INFRASTRUCTURE

**Cothon:** Phoenicia's replacement for the Harbor is cheaper to build, provides bonus construction for naval units in the city, and all wounded naval units in the city's borders heal faster each turn.



## PLAYING AS PHOENICIA

Phoenicia specializes in early and rapid expansion along the coast to grab up and develop the best city locations and resources. As you move between continents, keep your people loyal by shifting your Capital as well to set up a next wave of successful expansion. In the meantime, link your cities by trade, and establish a strong navy to prevent anyone else from contesting your control of the seas. Keep in mind your cities are likely especially vulnerable to rising sea levels due to climate change!

## PLAYING AGAINST PHOENICIA

Bear in mind when playing Phoenicia that you are likely up against a civilization that has a foothold on coastlines around the world, and that can turn out naval forces quickly and easily. Dido's agenda is Sicilian Wars, meaning she prefers to settle coastal cities herself, and for others to settle inland. Competing with Phoenicia for control of the seas is likely to bring you to conflict quickly.

## SWEDEN

This Scandinavian kingdom is one of the greatest advocates for the modern international political order, and they come equipped with the tools for diplomacy in *Gathering Storm*. Sweden gains Diplomatic Favor when they recruit a Great Person, and they get bonus Great Engineer points from Factories and Great Scientist points from Universities. Having Sweden in the game adds three unique Scored Competitions to the World Congress in the Industrial Era.

### LEADER

**Kristina** leads Sweden. In keeping with her legacy as a great patron of the arts and culture, she gives any Wonder with two Great Work slots or building with three Great Work slots a theming bonus as soon as all the Great Work slots are filled. She also has a unique building for the Government Plaza: The Queen's Bibliotheque. This building provides two slots of Writing, Music, or any kind of Art, and grants a Governor Title when completed

### UNIQUE UNIT

**Carolean:** This Renaissance Era unit replaces the Pike and Shot, and has increased movement. The Carolean gets extra combat strength for each unused point of movement when it attacks.

### UNIQUE INFRASTRUCTURE

**Open-Air Museum:** As befits the culture that originated the concept, the Swedish Open-Air Museum is an Improvement that provides Loyalty to a city each turn, as well as Culture. It also provides Tourism based on the number of each type of terrain that Swedish city centers are constructed on (i.e. Desert, Tundra, Plains, Grassland, or Snow). Only one Open-Air Museum may be constructed in a city, and once constructed, the tile with the Open-Air Museum may not be swapped to another city.



## PLAYING AS SWEDEN

Only Canada comes close to Sweden in ability to make use of the World Congress, and Kristina provides a strong Culture game in her own right. Using the World Congress to put forth Resolutions that bolster your already-formidable Culture and Tourism output can put you on a fast track to victory.

## PLAYING AGAINST SWEDEN

Kristina's agenda is called *Minerva of the North*. She wants to be the one to control the most Great Works, and dislikes civilizations that also collect Great Works. While trading Great Works to Sweden is likely to put you in Kristina's favor, it may work against you in the long term, as her themed galleries of the world's great art start to draw in the Tourists.

# NEW LEADER FOR ENGLAND & FRANCE

## LEADER

**Eleanor of Aquitaine** can rule either England or France—which she actually did as Queen Regent of France and England during her lifetime. Each Great Work in Eleanor's cities reduces the Loyalty of foreign cities near the Work's home city. If a city from another civilization leaves due to loss of Loyalty, and it is receiving the most Loyalty per turn from Eleanor's civilization, it immediately joins Eleanor's civilization and skips the Free City step.

## PLAYING AS ELEANOR

Regardless of whether you are ruling England or France, Eleanor should be sponsoring Great Works and building places to house them (which is likely to bring you into conflict with Kristina, if she is present.) You have an excellent way to peel off cities from your neighbors with Loyalty, which you should do by encouraging dissatisfaction with their current rulers so that you can bring them over to your side. Don't hesitate to move Great Works or Governors to boost Loyalty along your border, because word of your gentle reign will spread quickly.

## PLAYING AGAINST ELEANOR

Having Eleanor as a neighbor will force you to attend to your people's Loyalty at all times. Her agenda is *Angevin Empire*, and she will prefer to have high-population cities and likes those who also have high-population cities. Spreading small, low-population cities with low Loyalty near her is likely to both make her angry and see her convert those cities to her own.



# NEW CITY-STATES

There are nine new city-states in *Gathering Storm*, with new Suzerainty bonuses.

**Akkad** is a militaristic city-state. The Suzerain of Akkad's melee and anti-cavalry units do full damage to city walls.

**Bologna** is a scientific city-state. The Suzerain of Bologna's Districts with a building provide an additional Great Person point of their type.

**Cahokia** is a trade city-state. The Suzerain of Cahokia's Builders can construct the Cahokia Mound Improvement, which provides Gold, Amenity, and Housing. Cahokia Mounds also provide Food if there are adjacent Districts.

**Cardiff** is an industrial city-state. The Suzerain of Cardiff gets Power for each Harbor building.

**Fez** is a scientific city-state. The Suzerain of Fez gets bonus Science based on Population for the first time they convert a city to a new religion.

**Mexico City** is an industrial city-state. The Suzerain of Mexico City has the ranged effects of their Industrial Zone and Entertainment Complex buildings extend for more tiles.

**Nazca** is a religious city-state. The Suzerain of Nazca's Builders can construct the Nazca Line Improvement. This provides Faith to adjacent tiles (with bonuses if those tiles have resources) and Appeal. Later it can add Food to adjacent Hill tiles and Production to adjacent flat tiles.

**Ngazargamu** is a militaristic city-state. The Suzerain of Ngazargamu's land combat and support units are cheaper to purchase with Gold for each Encampment building in that city.

**Rapa Nui** is a cultural city-state. The Suzerain of Rapa Nui's Builders can construct the Moai Improvement. Moai provide culture, and bonus culture for adjacent Moai, or for being built adjacent to Coastal or Lake tiles, or for being built on Volcanic Soil. Later in the game these produce Tourism as well.



# NATURAL WONDERS

There are seven new Natural Wonders in *Gathering Storm* which may appear around the world.

**Mount Vesuvius** is a special single-tile impassible Volcano that is always Active. It provides extra Production to adjacent tiles. When it erupts, it gives high yields to the adjacent tiles, but large Population loss.

**Gobustan** is a three-tile Wonder. It provides Culture and Production.

**Sahara el Beyda** is a four-tile Wonder that provides Science, Culture, and Gold.

**Mato Tipila** is a single-tile impassible Wonder that provides Faith and Production for adjacent tiles.

**Pamukkale** is a two-tile impassible Wonder that provides an Amenity, with an additional Amenity for an adjacent Entertainment Complex. It counts as a Major Adjacency Bonus for Theater Squares, Campuses, and Commercial Hubs, a Standard Adjacency Bonus for Holy Sites, and a source of Fresh Water.

**Chocolate Hills** are a four-tile Wonder that provide Food, Production, and Science.

**Ik-Kil** is a one-tile impassible Wonder that provides bonus Production for building Wonders and Districts on the adjacent tiles. It also provides Fresh Water.



# WORLD WONDERS

There are seven new World Wonders in *Gathering Storm*. As always, World Wonders may only be built once in the game.

The **Golden Gate Bridge** must be built on a Coast tile with land tiles at either end. Once built, units may cross the Golden Gate Bridge's tile without Embarking. The Golden Gate Bridge acts as a Modern Road and upgrades roads at either end to Modern Roads. The city that builds it gains bonus Amenities, increased Appeal for all tiles in the city, and extra Tourism for all National Parks in the city. It unlocks with the Combustion technology.

The **Great Bath** must be built on a Floodplain tile. Once built, all Floodplain tiles along this river are immune to Flood damage. Gain Faith every time a tile to this city Floods. It unlocks with the Pottery technology.

**Machu Picchu** must be built on a Mountain tile that does not contain a Volcano. Once built, Mountains now provide Standard Adjacency Bonuses to Commercial Hubs, Theater Squares, and Industrial Zones in all the player's cities. It unlocks with the Construction technology.

The **Meenakshi Temple** must be built adjacent to a Holy Site, and you must have founded a Religion. Once it is built, it provides 2 Gurus, and future Gurus are cheaper to purchase. Adjacent religious units have bonus Religious Combat Strength and Movement. It unlocks with the Civil Service civic.

The **Orszaghaz** must be built adjacent to a river. Once built, it provides bonus Diplomatic Favor per turn when starting a turn as the Suzerain of a city-state.

The **Panama Canal** is an extra-long version of the regular Canal District, and has some special rules for construction. It must be built on flat land where there is at least one adjacent tile from the Panama Canal's construction tile that meet these criteria: One adjacent tile must be able to legally hold a Canal District connecting into the Panama Canal's construction tile; or it must hold a city center, a water tile, or be another tile that can hold a connecting Canal. Upon completion, 1-2 adjacent Canal Districts are also automatically built on those criteria tiles. There is an achievement for building the Panama Canal in such a way to make seven land tiles passable by naval units. This Wonder unlocks with the Steam Power technology.

The **University of Sankore** must be built on Desert or Desert Hill tiles, and adjacent to a Campus with a University. Once built, other civilizations' Trade Routes to this city provide Science and Gold for them, and more Science for the player for every Trade Route going to this city. Domestic Trade Routes to this city now produce Faith as well. It unlocks with the Education technology.



# SCENARIOS

Two new Scenarios are included in *Sid Meier's Civilization VI: Gathering Storm*: The Black Death and War Machine. Scenarios are special versions of Civilization VI with special rules, abilities, units, and focused on a specific part of history.

## THE BLACK DEATH

This four-player Scenario is limited to 85 turns, and is set in Europe during the Black Death. Can you survive as waves of plague sweep through your cities? Will you lay a foundation of learning and knowledge, or will you use the fervor of faith to see you through the crisis? Use Plague Doctors and Scholars to manage the plague's effects, or build Flagellants to inspire piety in your plague-stricken cities. The new Walled Quarter District and its special buildings will help your cities survive the worst of the outbreak. Play as one of four kingdoms of Europe during one of history's darkest chapters.

## WAR MACHINE

This is a one-on-one multiplayer scenario limited to 40 turns, set at the outbreak of the First World War. Play as either the French or German high command during the crucial first months of the war, with the French capital as the prize. The Germans win if they are able to capture Paris before time expires, and the French win if they can hold the line. This Scenario will challenge both your tactical ability and your strategic prowess against your rival.

## TECH SUPPORT

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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-sublicensable, limited right and license to use VC and VG obtained by you for your personal, non-commercial gameplay exclusively within the Software. Except as otherwise prohibited by applicable law, VC and VG obtained by you are licensed to you, and you hereby acknowledge that no title or ownership in or to VC and VG is being transferred or assigned hereunder. This Agreement should not be construed as a sale of any rights in VC and VG.

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

**EARNING & PURCHASING VIRTUAL CURRENCY & 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. 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 terminate 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 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 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 may not award relief against the Company respecting any person other than You.

5. Right to Opt Out of Binding Arbitration. IF YOU WISH TO OPT OUT OF THIS BINDING INDIVIDUAL ARBITRATION REQUIREMENT, YOU MUST NOTIFY US IN WRITING WITHIN 30 DAYS OF THE DATE THAT YOU ACCEPT THIS AGREEMENT BUT ARE OPTING OUT OF BINDING INDIVIDUAL ARBITRATION, UNLESS A LONGER PERIOD IS REQUIRED BY APPLICABLE LAW. Your written notification must be mailed to TAKE TWO INTERACTIVE SOFTWARE, LEGAL DEPARTMENT, ATTN: ARBITRATION OPT OUT, 110 West 44th Street, New York, New York, 10036. Your notice must include (1) your full name; (2) your mailing address; (3) your Social Club online ID, if you have one; and (4) a clear statement that you do not wish to resolve disputes with the Company through arbitration. You are responsible for ensuring the Company's receipt



of your opt-out notice, and you therefore may wish to send a notice by means that provide a written receipt.

6. Notice of Dispute. If you have a Dispute with the Company, you must send written notice to TAKE TWO INTERACTIVE SOFTWARE, LEGAL DEPARTMENT, ATTN: ARBITRATION OF DISPUTE, 110 West 44th Street, New York, New York, 10036, in order to give the Company the opportunity to resolve the dispute informally through negotiation. **Notice must be provided within two (2) years of the Dispute having arisen, but in no event after the date on which the initiation of legal proceedings would have been barred under the applicable statute of limitations. The failure to provide timely notice shall bar all claims.** If the Company has a dispute with You, the Company will provide notice to the address it has on file for you, if possible. You and the Company agree to negotiate the Dispute in good faith for no less than 30 days after notice of the Dispute is provided. If the Dispute is not resolved within 30 days after receipt of notice of the Dispute, the Company or You may pursue the claim in arbitration as provided in this section.

7. Arbitration Rules and Procedures. Arbitration shall be subject to the U.S. Federal Arbitration Act and federal arbitration law, and shall be conducted by Judicial Arbitration Mediation Services, Inc. ("JAMS") pursuant to the JAMS Streamlined Arbitration Rules and Procedures effective July 1, 2014 (the "JAMS Rules"), as modified by this agreement to arbitrate. The JAMS Rules, including instructions for initiating an arbitration, are available on its website at <http://www.jamsadr.com/rules-streamlined-arbitration>. The Company will pay its arbitration costs as required by the JAMS Rules and, in the event that you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, the Company will pay as much of your arbitration filing and hearing fees as the arbitrator deems is necessary to prevent the arbitration from being cost-prohibitive as compared to the cost of litigation. Each side shall pay his, her, or its own attorneys' fees and costs unless the claim(s) at issue permit the prevailing party to be paid its fees and/or litigation costs, in which case the arbitrator shall award fees or costs as required by the applicable law.

8. Location of Arbitration. At Your option, if an in-person hearing is required under the JAMS Rules, the hearing will occur either in New York County, New York, or in the United States county in which You reside.

9. Decision of the Arbitrator. Any decision or award by the arbitrator shall be final and binding on the parties. Unless otherwise agreed, any decision or award shall set forth the factual and legal basis for the award. The arbitrator shall be permitted to award only those remedies in law or equity which are requested by the parties and which the arbitrator determines are supported by credible relevant evidence. Any decision or award may be enforced as a final judgment by any court of competent jurisdiction. If either party unsuccessfully challenges the validity of an award, the unsuccessful party shall pay the opposing party's costs and attorneys' fees associated with the challenge.

10. Continuation in Effect. This Binding Individual Arbitration section survives any termination of this Agreement or the provision of services to You by the Company.

11. Ability to Change Terms and Conditions Inapplicable. Although the Company may revise its End User License Agreement, Privacy Policy, Terms and Conditions, or other agreements at its discretion, the Company does not have the right to alter this agreement to arbitrate or the rules specified herein with respect to any Dispute once that Dispute has accrued.

12. Severability. If any part of this arbitration provision is deemed invalid, unenforceable, or illegal, then the balance of this arbitration provision shall remain in effect and be construed in accordance with its terms as if the invalid, unenforceable, or illegal provision had not been included. The sole exception to this is the class action waiver provision. If the prohibition on the arbitration proceeding on a class basis is found to be invalid, unenforceable, or illegal, then the entirety of this arbitration agreement shall be null and void and the Dispute shall proceed in court under applicable class action rules and procedures. If, for any reason, a claim proceeds in court rather than in arbitration, the dispute shall be exclusively brought in state or federal court in New York County, New York. Suits brought in state court may be removed to federal court by either party if permissible by law.

#### GOVERNING LAW

This Agreement is entered into in the State of New York and shall be governed by, and construed in accordance with, the laws of the State of New York, exclusive of its choice of law rules. For any disputes not subject to binding individual arbitration, you and the Company agree to submit to the exclusive jurisdiction of the state and federal courts in New York County, New York, and to waive any jurisdictional, venue, or inconvenient forum objections to such courts (but without affecting either party's rights to remove a case to federal court if permissible). This paragraph will be interpreted as broadly as applicable law permits. For example, if you are a resident of a European Union member state, you will benefit from any mandatory provisions of consumer protection law in the member state in which you are resident, and you can bring legal proceedings in relation to this Agreement in the courts of the member state in which you are resident. You agree that any violation by You of this Agreement, the Privacy Policy, the Terms of Service, or any other agreement with the Company, shall constitute an affirmative defense (whether characterized as arising at law or equity) against any claim you might assert against the Company relating to its software or services. You and Licensor agree that the UN Convention on Contracts for the International Sale of Goods (Vienna, 1980) shall not apply to this Agreement or to any dispute or transaction arising out of this Agreement. The Company has the right to prosecute civil claims against you for any violation of its End User License Agreement, the Terms of Service, the Privacy Policy, or any other governing terms and conditions related to its software and services, whether for breach of contract, violation of common law rights, or violation of any applicable state or federal statute.

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

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

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