



NINTENDO  
SWITCH™



# 2K DRIVE



fmod®



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

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

**Please note** that LEGO® 2K DRIVE online features are scheduled to be available until **May 31, 2027** though we reserve the right to modify or discontinue online features without notice.

Visit [lego.2k.com/drive/status](http://lego.2k.com/drive/status) for more information.

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# CONTROLLER LAYOUT

## JOY-CON™ GRIP



# GAME CONTROLS

<b><i>ACTION</i></b>	<b><i>KEY</i></b>
RESTART ON-THE-GO EVENT	▲
QUIT ON-THE-GO EVENT	▼
OPTIONS	+
MAP	-
STEER	Ⓕ
ACCELERATE	ZR
REVERSE/BRAKE	ZL
USE POWER-UP	A
QUICKTURN	Y
JUMP	X
BOOST	B
TRANSFORM (OPTION TOGGLED ON)	L



<b><i>ACTION</i></b>	<b><i>KEY</i></b>
CHANGE CAMERA	R
INTERACT/HONK	PRESS 
ORBIT CAMERA/REAR VIEW	PRESS 
DRIFT	 + 
QUICKBASH	DOUBLE TAP 



# GAME SCREEN



- 1. Boost Meter:** By holding down the Boost, giant turbines will pop out of your ride and launch you forward for a big burst of speed, perfect for pulling ahead on straightaways or recovering from a sketchy turn. You'll regain your Boost over time, but you can quickly generate more Boost by crashing into destructible objects and pulling off impressive Drifts.
- 2. Brickbash:** In Performance Class A or B, when your Boost meter is full, Brickbash will automatically activate while boosting, causing you to plow through vehicles in your path like a giant wrecking ball.
- 3. Power-ups:** Strewn about on each track, you'll find brightly glowing power-up collectables with unique colors and icons that represent the power-up contained within. Some power-ups have a purple question mark design, which indicates a random result. All power-ups quickly respawn throughout each track, in the same location.
- 4. World Map:** As you explore, you're sure to come across Quests, Challenges, Minigames, On-The-Go events, Races and Grand Brick Arenas, all of which will be marked on your map so you can easily find what you're looking for. Your map is also where you can fast travel between the Garages you've discovered across Bricklandia's many regions!

# STORY



LEGO 2K Drive's Story mode is the primary way to explore Bricklandia. This mode offers solo or split-screen co-op, and follows your journey from rookie racer to famous champion as you compete against a series of charismatic rivals with hopes of one day winning the coveted Sky Trophy. These rivals and their one-of-a-kind rides come in all shapes and sizes, and they're always ready for a race to see who's the fastest.

With each victory, you'll work your way up the ranks to take on the infamous Shadow Z, who has a grudge against you for no other reason than your newcomer status. Fortunately, you've got lots of friends rooting for you, like famed speedster Clutch Racington and his helpful robot assistant S.T.U.D., as everything you do unlocks more of Bricklandia and brings you closer to competing in the Sky Cup Grand Prix.

Your Performance Class represents the leveling system in Story mode; you'll start at Class C, but by completing races and activities, you'll gain experience and work your way to Class B and Class A driving. With each new Performance Class, you'll gain access to even more abilities for your boost—but the competition from rival racers will also get more intense.



By default, LEGO 2K Drive has scaling difficulty to ensure that you'll have exciting races no matter your skill level, though you're free to turn off the scaling difficulty function if you so choose.

By defeating rival drivers, you'll earn Checkered Flags, which move the story forward by opening up new races and allowing access to unexplored regions with additional content to discover. There's a wide range of rewards for completing races and other activities: new vehicles for your collection, new Minifigures that can become your driver, new pieces of flair for added customization, experience points (XP) to level up your Performance Class, and Brickbux that let you purchase more vehicles and parts at Unkie's Emporium.

Another major form of progression to unlock are the Perks you can equip to your loadout. Perks provide passive, always-on buffs to your vehicles, like increases to top speed, acceleration, or health, with more complex, pro-and-con choices at higher Performance Class levels.

You can only equip one Perk per Performance Class level, for a grand total of three equipped simultaneously at Class A, so you'll have to make some tough choices on what you prioritize in your vehicles' performance! Fortunately, you can easily swap between Perks whenever you're not actively competing in a race.

Even if you've finished a race or event once before, you're always welcome to try to beat your best time for additional rewards. On-The-Go events have three tiers of medals with only the best performances earning Gold, while rival races can be challenged on different Performance Class levels with new twists.



# MINIGAMES



Do something a little different with the Minigames of LEGO 2K Drive! Minigames have unique objectives that aren't based on crossing a finish line, and speed isn't the only thing required to succeed.

There are two categories of Minigame to choose from. In Defend minigames, use your vehicle as a battering ram and power-ups as artillery as you smash waves of marching robots before they destroy your three generators. Rescue minigames get hectic as you plow through groups of roaming baddies and pick up panicking townspeople, driving them to safety before you're overrun.



# RACE



Looking to get straight to the action as fast as possible? Check out the Race mode, where you can choose any course and start driving right away. There are two varieties of Race: Circuit, which is the more traditional, lap-based race, and Point-to-Point, featuring a one-way trip through multiple checkpoints using whatever route you think is best.



# PLAY WITH EVERYONE



See how you stack up against racers from around the globe in the Play With Everyone online multiplayer mode!

In Play With Everyone, you'll be matchmade with other racers of your skill level to compete in Cup Series, Race, or Minigame Match events. To ensure a safe, welcoming environment for all, you won't have any communication with other players during online experiences; skillful driving and cool vehicle choices are the only ways to express yourself.



# PLAY WITH FRIENDS



The biggest mode in Play With Friends is Shared World, where up to six players can join up online and drive around the vast expanse of Bricklandia simultaneously, whether that's traveling in a pack or splitting up to go in different directions. Unlike Story mode, you can't unlock new areas in Shared World play, but all the areas you already have access to in Story mode will be available here.

Play With Friends also lets you and your party jump into a Cup Series or Race. Explore alongside your friends in Shared World, see who's the fastest driver in Cup Series and Race modes.



# CUP SERIES



Get the Grand Prix experience with Cup Series, featuring multiple tracks you'll race back-to-back. You'll score points after each race based on your finishing place; once all the races are complete, whoever has the highest point total gets the top spot on the podium!

There's a Cup Series for every biome in Bricklandia, with the glorious Sky Cup Series awaiting those drivers who think they're ready for the ultimate challenge.



# THE GARAGE



The Garage is where you'll build and modify vehicles in LEGO 2K Drive. Sunny Monkey, Bricklandia's most helpful simian mechanic, is here to assist you any time, and you can spend as long as you like tinkering with your creations. You can access the Garage from the main menu, and in Story mode, you'll find Garages all over Bricklandia's expansive map which double as fast travel points!

# POWER-UPS



**HOMING MISSILE:** Fire and forget with the Homing Missile! After this power-up has quickly locked on to a target, shooting it will send out a guided missile to torpedo the unfortunate racer in your crosshairs. Be mindful that a well-timed Jump or obstacles like hills or sharp turns can cause the Homing Missile to miss its mark—something you can use to your advantage if you find yourself on the receiving end of one.



**GHOST:** Take a drive on the supernatural side with the Ghost power-up, which temporarily gives you a spectral form that passes harmlessly through obstacles, other racers, and power-ups alike. You can even go over rough terrain without losing speed. While in Ghost mode, if your vehicle occupies the same space as an opponent's vehicle, you can deactivate your ghost effect early to deal a surprise burst of damage to your neighbor. Boo!



**FRUIT BLASTER:** Unleash a flurry of rainbow projectiles at your opponents using the Fruit Blaster. These produce-filled turrets will automatically target nearby racers in front of your vehicle, peppering them with delicious-but-deadly volleys that'll add up to a whole lot of damage.



**EMP:** When it comes to power-ups that combine offense and defense, the EMP is unmatched. Deploying an EMP instantly creates a short-lived shield around your vehicle and sends out an electric shockwave that briefly disables the power-ups and boost ability of any racers caught in the blast. Using an EMP at a crucial moment can help you secure a first-place finish, and the area-of-effect damage makes them great for wiping out large groups of enemies during minigames!



**TELEPORT:** Even if you find yourself trailing behind the pack during a race, don't count yourself out—the Teleport power-up could turn your fortunes around in a flash. Using it will shoot you into an interdimensional wormhole that spits you out ahead, putting you right back in the action!



**MINES:** With proper timing and some careful aim, Mines can wreck other racers so you can zip ahead to victory. When activated, you'll fire off two explosive Mines straight ahead or behind you and anything caught in their linear path will get an explosive wallop. You can even reposition your mines by running into them without fear of detonation.



**WEB CRASHER:** Give the competition an eight-legged fright with the Web Crasher, which covers their windshield with a plastic web and a spider surprise to obstruct their view, slow them down, and deal a bit of damage to boot! If there's no one nearby when you activate this power-up, it'll drop onto the track as a sneaky trap, afflicting anyone who drives through it with a face full of arachnid. If you get webbed yourself, simply mash the Jump button to quickly shake off the creepy-crawlies.



**SQUARE WHEELS:** Cackle as you cause chaos on the course with the potent Square Wheels power-up! When activated, your opponent's vehicle will magically sprout clunky square blocks, drastically reducing their speed while you race ahead unhindered.



**JETPACKS:** Once unlocked, these temporary attachments let you glide through the air like a kite. Look for rising columns of air to get a lift back into the sky!





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This Agreement is solely between you and Licensor, and not with any Software Store. You acknowledge that the Software Store has no obligation to furnish any maintenance or support services to you in connection with the Software. Except for the foregoing, to the maximum extent permitted by applicable law, the Software Store will have no other warranty obligation whatsoever with respect to the Software. Any claim in connection with the Software related to product liability, a failure to conform to applicable legal or regulatory requirements, claims under consumer protection or similar legislation or intellectual property infringement are governed by this Agreement, and the Software Store is not responsible for such claims. You must comply with the Software Store Terms of Service and any other Software Store applicable rules or policies. The license to the Software is a non-transferable license to use the Software only on an applicable device that you own or control. You represent that you are not located in any U.S.-embargoed countries or other geographical areas or on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's list or Entity List. The Software Store is a third-party beneficiary to this Agreement and may enforce this Agreement against you.

#### **INFORMATION COLLECTION & USAGE**

By installing and using the Software, you consent to the information collection and usage terms set forth in this section and Licensor's Privacy Policy, including (where applicable) (i) the transfer of any personal information and other information to Licensor, its affiliates, vendors, and business partners, and to certain other

third parties, such as governmental authorities, in the U.S. and other countries located outside Europe or your home country, including countries that may have lower standards of privacy protection; (ii) the public display of your data, such as identification of your user-created content or displaying your scores, ranking, achievements, and other gameplay data on websites and other platforms; (iii) the sharing of your gameplay data with hardware manufacturers, platform hosts, and Licensor's marketing partners; and (iv) other uses and disclosures of your personal information or other information as specified in the above-referenced Privacy Policy, as amended from time to time. If you do not want your information used or shared in this manner, then you should not use the Software.

For the purposes of all data privacy issues, including the collection, use, disclosure, and transfer of your personal information and other information, the Privacy Policy located at [www.take2games.com/privacy](http://www.take2games.com/privacy), as amended from time to time, takes precedence over any other statement in this Agreement.

## **WARRANTY**

**LIMITED WARRANTY:** Licensor warrants to you (if you are the initial and original purchaser of the Software but not if you obtain the pre-recorded Software and accompanying documentation as a transfer from the original purchaser) that the original storage medium holding the Software is free from defects in material and workmanship under normal use and service for 90 days from the date of purchase. Licensor warrants to you that the Software is compatible with a personal computer meeting the minimum system requirements listed in the Software documentation or that it has been certified by the gaming unit producer as compatible with the gaming unit for which it has been published. However, due to variations in hardware, software, internet connections, and individual usage, Licensor does not warrant the performance of the Software on your specific computer or gaming unit. Licensor does not warrant against interference with your enjoyment of the Software; that the Software will meet your requirements; that operation of the Software will be uninterrupted or error-free; or that the Software will be compatible with third-party software or hardware or that any errors in the Software will be corrected. No oral or written statement or advice provided by Licensor or any authorized representative shall create a warranty. Because some jurisdictions do not allow the exclusion of or limitations on implied warranties or the limitations on the applicable statutory rights of a consumer, some or all of the above exclusions and limitations may not apply to you.

If for any reason you find a defect in the storage medium or Software during the warranty period, Licensor agrees to replace, free of charge, any Software discovered to be defective within the warranty period as long as the Software is currently being manufactured by Licensor. If the Software is no longer available, Licensor retains the right to substitute a similar piece of Software of equal or greater value. This warranty is limited to the storage medium and the Software as originally provided by Licensor and is not applicable to normal wear and tear. This warranty shall not be applicable and shall be void if the defect has arisen through abuse, mistreatment, or neglect. Any implied warranties prescribed by statute are expressly limited to the 90-day period described above.

Except as set forth above, and provided that if you are a resident of an EU member state Licensor warrants that the Software will be fit for purpose and of satisfactory quality, this warranty is in lieu of all other warranties, whether oral or written, express or implied, including any other warranty of merchantability, fitness for a particular purpose, or non-infringement, and no other representations or warranties of any kind shall be binding on Licensor.

When returning the Software subject to the limited warranty above, please send the original Software only to Licensor address specified below and include: your name and return address; a photocopy of your dated sales receipt; and a brief note describing the defect and the system on which you are running the Software.

## **YOUR RESPONSIBILITY TO LICENSOR**

To the fullest extent of applicable law, you agree to be responsible and liable to Licensor, its partners, licensors, affiliates, contractors, officers, directors, employees, and agents in respect of all damages, losses, and expenses arising directly or indirectly from your acts and omissions to act in using the Software pursuant to the terms of the Agreement.

**TO THE FULLEST EXTENT OF APPLICABLE LAW, LICENSOR SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM POSSESSION, USE, OR MALFUNCTION OF THE SOFTWARE, INCLUDING, BUT NOT LIMITED TO, DAMAGES TO PROPERTY, LOSS OF GOODWILL, COMPUTER FAILURE OR MALFUNCTION, AND, TO THE EXTENT PERMITTED BY LAW, DAMAGES FOR PERSONAL INJURIES, PROPERTY DAMAGE, OR LOST PROFITS OR PUNITIVE DAMAGES FROM ANY CAUSES OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SOFTWARE, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT, STRICT LIABILITY, OR OTHERWISE, WHETHER OR NOT LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT OF APPLICABLE LAW, LICENSOR'S LIABILITY FOR ALL DAMAGES SHALL NOT (EXCEPT AS REQUIRED BY APPLICABLE LAW) EXCEED THE ACTUAL PRICE PAID BY YOU FOR USE OF THE SOFTWARE.**

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

**WE DO NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM OUR NETWORK AND OTHER PORTIONS OF THE INTERNET, WIRELESS NETWORKS, OR OTHER THIRD-PARTY NETWORKS. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF THE INTERNET AND WIRELESS SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES MAY IMPAIR OR DISRUPT YOUR CONNECTIONS TO THE INTERNET, WIRELESS SERVICES, OR PORTIONS THEREOF. WE CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. TO THE FULLEST EXTENT OF APPLICABLE LAW, WE DISCLAIM ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO THIRD-PARTY ACTIONS OR INACTIONS THAT IMPAIR OR DISRUPT YOUR CONNECTIONS TO THE INTERNET, WIRELESS SERVICES, OR PORTIONS THEREOF OR THE USE OF THE SOFTWARE AND RELATED SERVICES AND PRODUCTS.**

## **TERMINATION**

This Agreement is effective until terminated by you or by the Licensor. This Agreement automatically terminates when Licensor ceases to operate the Software servers (for games exclusively operated online), if Licensor determines or believes your use of the Software involves or may involve fraud or money laundering or any other illicit activity, or upon your failure to comply with terms and conditions of this Agreement, including, but not limited to, the License Conditions above. You may terminate this Agreement at any time by (i) requesting Licensor to terminate and delete your User Account that is used to access or use the Software using the method set forth in the Terms of Service or (ii) destroying and/or deleting any and all copies of all Software in your possession, custody, or control. Deleting the Software from your Game Platform will not delete the information associated with your User Account, including any VC and VG associated with your User Account. If you reinstall the Software using the same User Account, then you may still have access to your prior User Account information, including any VC and VG associated with your User Account. However except as otherwise prohibited by applicable law, if your User Account is deleted upon termination of this Agreement for any reason, all VC and/or VG associated with your User Account will also be deleted, and you will no longer be available for use the Software or any VC or VG associated



with your User Account. If this Agreement terminates due to your violation of this Agreement, Licensor may prohibit you from re-registering or re-accessing the Software. Upon any termination of this Agreement, you must destroy or return the physical copy of Software to Licensor, as well as permanently destroy all copies of the Software, accompanying documentation, associated materials, and all of its component parts in your possession or control, including from any client server, computer, gaming unit, or mobile device on which it has been installed. Upon termination of this Agreement, your rights to use the Software, including any VC or VG associated with your User Account, will terminate immediately, and you must cease all use of the Software. The termination of this Agreement will not affect our rights or your obligations arising under this Agreement.

#### **U.S. GOVERNMENT RESTRICTED RIGHTS**

The Software and documentation have been developed entirely at private expense and are provided as "Commercial Computer Software" or "restricted computer software." Use, duplication, or disclosure by the U.S. Government or a U.S. Government subcontractor is subject to the restrictions set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clauses in DFARS 252.227-7013 or as set forth in subparagraph (c)(1) and (2) of the Commercial Computer Software Restricted Rights clauses at FAR 52.227-19, as applicable. The Contractor/Manufacturer is Licensor at the location listed below.

#### **EQUITABLE REMEDIES**

You hereby agree that if the terms of this Agreement are not specifically enforced, Licensor will be irreparably damaged, and therefore you agree that Licensor shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect any of this Agreement, including temporary and permanent injunctive relief, in addition to any other available remedies.

#### **TAXES AND EXPENSES**

You shall be responsible and liable to Licensor and any and all of its affiliates, officers, directors, and employees for all taxes, duties, and levies of any kind imposed by any governmental entity with respect to the transactions contemplated under this Agreement, including interest and penalties thereon (exclusive of taxes on Licensor's net income), irrespective of whether included in any invoice sent to you at any time by Licensor. You shall provide copies of any and all exemption certificates to Licensor if you are entitled to any exemption. All expenses and costs incurred by you in connection with your activities hereunder, if any, are your sole responsibility. You are not entitled to reimbursement from Licensor for any expenses, and will hold Licensor harmless therefrom.

#### **TERMS OF SERVICE**

All access to and use of the Software is subject to this Agreement, the applicable Software documentation, Licensor's Terms of Service, and Licensor's Privacy Policy, and all terms and conditions of the Terms of Service are hereby incorporated into this Agreement by this reference. These agreements represent the complete agreement between you and Licensor relating to use of the Software and related services and products and supersede and replace any prior agreements between you and Licensor, whether written or oral. To the extent there is a conflict between this Agreement and the Terms of Service, this Agreement shall control.

#### **MISCELLANEOUS**

If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable and the remaining provisions of this Agreement shall not be affected.

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

1. This binding individual arbitration section will not apply to the extent prohibited by the laws of your country of residence.
2. You and the Company agree that should any dispute, claim, or controversy arise between us regarding any Company products or services (hereafter a "Dispute"), whether based in contract, statute, regulation, ordinance, tort (including fraud, misrepresentation, fraudulent inducement, or negligence), or any other legal or equitable theory, except for those matters listed in the Exclusions From Arbitration paragraph below, and expressly including the validity, enforceability, or scope of this "BINDING INDIVIDUAL ARBITRATION" section (with the exception of the enforceability of the Class Action Waiver clause below), shall be submitted to binding arbitration, as described below, rather than being resolved in court. The term "Dispute" is to be given the broadest possible meaning that will be enforced and includes, for example, all matters arising under this Agreement, the Privacy Policy, the Terms of Service, or any other agreement with the Company. You understand that there is no judge or jury in arbitration and that court review of an arbitration award is limited.
3. Exclusions From Arbitration. You and the Company agree that any claim filed by You or the Company in small claims court on an individual basis are not subject to the arbitration terms contained in this Section. In addition, the Company or You shall have the right to seek an injunction against you in court in order to preserve the status quo while an arbitration proceeds.
4. Class Action Waiver. THE ARBITRATION PROCEEDINGS DESCRIBED HEREIN WILL BE CONDUCTED ON AN INDIVIDUAL BASIS ONLY. Neither You nor the Company shall be entitled to join or consolidate disputes by or against other individuals or entities, or to arbitrate any dispute in a representative capacity, including, without limitation, as a representative member of a class or in a private attorney general capacity, in connection with any Dispute. Further, unless both You and the Company agree, the arbitrator may not consolidate more than one person's claim. The arbitrator may award any individual relief or individual remedies that are permitted by applicable law, but to the maximum extent permitted by applicable law, may not award relief against the Company respecting any person other than You.
5. Right to Opt Out of Binding Arbitration. IF YOU WISH TO OPT OUT OF THIS BINDING INDIVIDUAL ARBITRATION REQUIREMENT, YOU MUST NOTIFY US IN WRITING WITHIN 30 DAYS OF THE DATE THAT YOU ACCEPT THIS AGREEMENT BUT ARE OPTING OUT OF BINDING INDIVIDUAL ARBITRATION, UNLESS A LONGER PERIOD IS REQUIRED BY APPLICABLE LAW. Your written notification must be mailed to TAKE TWO INTERACTIVE SOFTWARE, LEGAL DEPARTMENT, ATTN: ARBITRATION OPT OUT, 110 West 44th Street, New York, New York, 10036. Your notice must include (1) your full name; (2) your mailing address; (3) your Social Club online ID, if you have one; and (4) a clear statement that you do not wish to resolve disputes with the Company through arbitration. You are responsible for ensuring the Company's receipt of your opt-out notice, and you therefore may wish to send a notice by means that provide a written receipt.
6. Notice of Dispute. If you have a Dispute with the Company, you must send written notice to TAKE TWO INTERACTIVE SOFTWARE, LEGAL DEPARTMENT, ATTN: ARBITRATION OF DISPUTE, 110 West 44th Street, New York, New York, 10036, in order to give the Company the opportunity to resolve the dispute informally through negotiation. Notice must be provided within two (2) years of the Dispute having arisen, but in no event after the date on which the initiation of legal proceedings would have been barred under the applicable statute of limitations. The failure to provide timely notice shall bar all claims. If the Company has a

dispute with You, the Company will provide notice to the address it has on file for you, if possible. You and the Company agree to negotiate the Dispute in good faith for no less than 30 days after notice of the Dispute is provided. If the Dispute is not resolved within 30 days after receipt of notice of the Dispute, the Company or You may pursue the claim in arbitration as provided in this section.

7. **Arbitration Rules and Procedures.** Arbitration shall be subject to the U.S. Federal Arbitration Act and federal arbitration law, and shall be conducted by Judicial Arbitration Mediation Services, Inc. ("JAMS") pursuant to the JAMS Streamlined Arbitration Rules and Procedures effective July 1, 2014 (the "JAMS Rules"), as modified by this agreement to arbitrate. The JAMS Rules, including instructions for initiating an arbitration, are available on its website at <http://www.jamsadr.com/rules-streamlined-arbitration>. The Company will pay its arbitration costs as required by the JAMS Rules and, in the event that you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, the Company will pay as much of your arbitration filing and hearing fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive as compared to the cost of litigation. Each side shall pay his, her, or its own attorneys' fees and costs unless the claim(s) at issue permit the prevailing party to be paid its fees and/or litigation costs, in which case the arbitrator shall award fees or costs as required by the applicable law.
8. **Location of Arbitration.** At Your option, if an in-person hearing is required under the JAMS Rules, the hearing will occur either in New York County, New York, or in the United States county in which You reside.
9. **Decision of the Arbitrator.** Any decision or award by the arbitrator shall be final and binding on the parties. Unless otherwise agreed, any decision or award shall set forth the factual and legal basis for the award. The arbitrator shall be permitted to award only those remedies in law or equity which are requested by the parties and which the arbitrator determines are supported by credible relevant evidence. Any decision or award may be enforced as a final judgment by any court of competent jurisdiction. If either party unsuccessfully challenges the validity of an award, the unsuccessful party shall pay the opposing party's costs and attorneys' fees associated with the challenge.
10. **Continuation in Effect.** This Binding Individual Arbitration section survives any termination of this Agreement or the provision of services to You by the Company.
11. **Ability to Change Terms and Conditions Inapplicable.** Although the Company may revise its End User License Agreement, Privacy Policy, Terms and Conditions, or other agreements at its discretion, the Company does not have the right to alter this agreement to arbitrate or the rules specified herein with respect to any Dispute once that Dispute has accrued.
12. **Severability.** If any part of this arbitration provision is deemed invalid, unenforceable, or illegal, then the balance of this arbitration provision shall remain in effect and be construed in accordance with its terms as if the invalid, unenforceable, or illegal provision had not been included. The sole exception to this is the class action waiver provision. If the prohibition on the arbitration proceeding on a class basis is found to be invalid, unenforceable, or illegal, then the entirety of this arbitration agreement shall be null and void and the Dispute shall proceed in court under applicable class action rules and procedures. If, for any reason, a claim proceeds in court rather than in arbitration, the dispute shall be exclusively brought in state or federal court in New York County, New York. Suits brought in state court may be removed to federal court by either party if permissible by law.

## **GOVERNING LAW**

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

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

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

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Nintendo Switch is a trademark of Nintendo.