

The cover art for Mafia III Definitive Edition features a collage of images. At the top, a large, close-up profile of Vincent Wallace, the main character, is shown. To his left, a man with a mustache (Lester) holds a shotgun. To his right, a man in a fedora (Mancini) holds a handgun. Below the title, a man in a suit (Don Salvatore) is shown. In the foreground, a black classic car is parked. In the background, a city skyline is visible, with a car flying through the air and a bridge. The overall color palette is warm, with a lot of orange and yellow, suggesting a fiery or intense atmosphere.

MAFIA III

DEFINITIVE EDITION



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

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Welcome Home, Lincoln.



NEW BORDEAUX. 1968.

Lincoln Clay has returned from Vietnam, and his reception has not been kind. The Black Mob, his only family, has been wiped out by the Italian Mafia, and he has vowed revenge leaving him to fend entirely for himself.

Now, cripple the Mafia's stranglehold on New Bordeaux, one racket at a time. From the ashes of Lincoln's fallen family, it's time to build a new one.

Game Controls

PLAYER MOVEMENT

LEFT	A
RIGHT	D
UP	W
DOWN	S
STALK	X
SPRINT	LEFT SHIFT
CLIMB	SPACE
WALK	CAPS LOCK
COVER	LEFT CTRL

ABILITIES / MELEE

ACTIVATE INTEL VIEW	V
MELEE	Q
COUNTER	LEFT ALT
ADRENALINE SHOT	C
PICKUP/DROP BODY	Y
WHISTLE	T
MAP	TAB

WEAPONS

ZOOM	MOUSE RIGHT
ENTER SNIPER SCOPE	F
FIRE	MOUSE LEFT
RELOAD	R
AIM EXPLOSIVE	G
CANCEL EXPLOSIVE	Q
PREV WEAPON	PAGE UP
NEXT WEAPON	PAGE DOWN
HOLSTER	H
HOLD BREATH	LEFT SHIFT
SWITCH AIM SHOULDER	MOUSE MIDDLE
EQUIP 1H WEAPON	1
EQUIP 2H WEAPON	2
PLANT EXPLOSIVE	MOUSE LEFT

VEHICLE COMBAT

FIRE	MOUSE LEFT
RAM	LEFT CTRL
CYCLE TARGETS	F
AIM MODE	G

HUD



1. HEALTH

Represented by green bars, your health will decrease as you take damage. By obtaining certain upgrades, you can increase the number of health bars Lincoln has. Once you've run out of health, you'll respawn at the nearest Safe House.

2. MINI-MAP

In addition to showing an overhead view of Lincoln's immediate surroundings, your mini-map will also highlight nearby friends, enemies, objectives, and any other points of interest. While in a car, a white line will indicate the most efficient path to your next objective.

3. MONEY

The value on the left corresponds to the money held by Lincoln at that time, a portion of which will be lost should he fall in battle. The money shown on the right is stored in your safe and is not lost if Lincoln is defeated. Call the Consigliere from the Weapon Wheel menu to secure any money Lincoln has on hand.

4. CURRENT OBJECTIVE

This states what must be done to complete your current mission.

5. FUSES

Collecting three Fuses will let you install wiretaps in any of the game's many Junction Boxes.

6. PRIMARY AND SECONDARY WEAPONS

These icons represent your current weapons and their respective ammo supplies.

7. ADRENALINE SHOTS

Use these to restore portions of Lincoln's health. Purchase more Adrenaline Shots in the Mobile Store, or find them in Medicine Cabinets peppered throughout the world.

8. OBJECTIVE LOCATION

This icon points to your current objective and how far you have left to get there.

9. EXPLOSIVES & DEVICES

Grenades, Molotovs and C-4 are useful for taking out groups of enemies from behind cover. Restock your supplies by calling the Weapons Dealer.

Players can eventually unlock a "Screaming Zemi" vodou doll to throw as a distraction. The number contained in your inventory will also be represented here.

*Navigational cues will also appear in the form of temporary road signs, which allow you to keep your eyes off the map and on the road.

ENEMY AWARENESS

You may notice a white, blue, or red quarter circle appear around your crosshair. Here's what each color means:



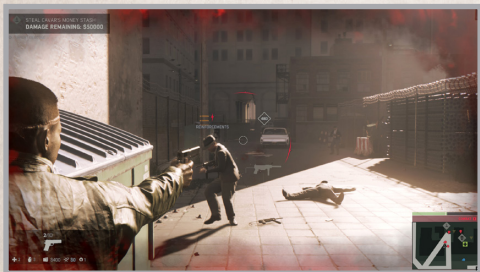
WHITE

Be careful—nearby enemies are noticing you.



BLUE

The police notice your presence and are waiting for you to do something illegal.



RED

You're being shot by someone; look to the placement of the icon to know where your enemies are firing from.

BREAKING AND ENTERING



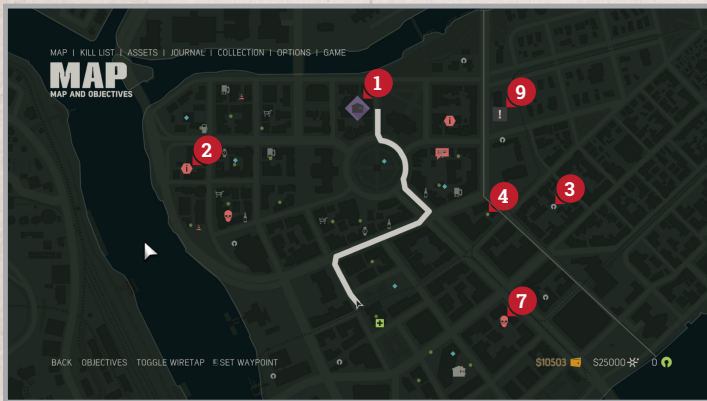
You will frequently encounter locked doors and Junction Boxes. Thankfully, Lincoln is always ready with his trusty Pry Bar:

Pressing **E** will initiate the break-in process. First, move the mouse until the indicator is small and green, then use **Left Click** to start a spinning timer. To successfully break in, you must stop the timer with **E** in the highlighted area.

The Pause Menu

Access these menu options by pressing the **TAB** button. Cycle between categories with the **MOUSE**.

THE MAP



In addition to providing a detailed layout of the city's streets, the map contains several icons indicating available activities and collectibles.

1. SAFE HOUSE

Lincoln will often start from one of these locations. The number of available Safe Houses will increase as you take over new rackets.

2. TARGET OF OPPORTUNITY

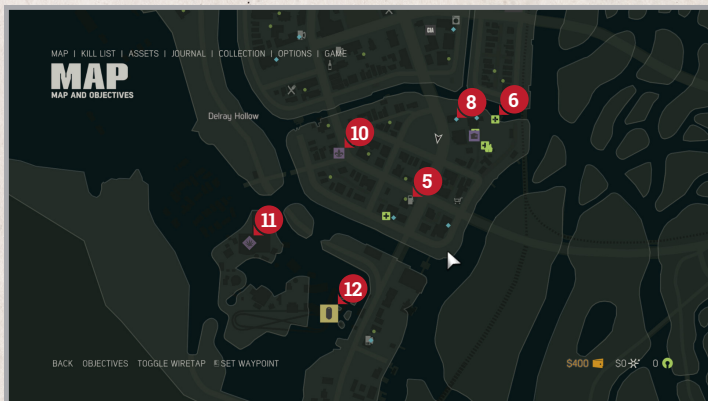
Seek and destroy these targets to dismantle Mafia-controlled rackets.

3. JUNCTION BOX

Lincoln can install a wiretap at any of these locations. Doing so will not only reveal collectibles for that area, but also highlight every nearby enemy in Intel View (see the "Combat" section).

4. FUSE LOCATION

For every three fuses you collect, you'll be able to install a wiretap at the Junction Box of your choice.



5. LOCAL BUSINESS

Rob any of these locations for a quick boost of Cash or other supplies.

6. MEDICINE CABINETS

Medicine Cabinets allow you to gather another Adrenaline Shot.

7. KILL LIST TARGET

These high-ranking lieutenants and capos are all valuable assets to their respective bosses. Take them out to deal significant damage to Mafia-run businesses.

8. COLLECTIBLES

From Playboy to Communist Propaganda, these optional collectibles are hidden throughout New Bordeaux.

9. CONVERSATION

Visit Lincoln's friends and contacts around the city to find out the current state of affairs.

10. AGENDA MISSION

Fulfill the needs of your Underbosses to increase their loyalty (and for extra Cash and Markers).

11. TRAFFICKING

These missions are performed on behalf of your Underbosses' Lieutenants – Emmanuel, Alma, and Nicki. They'll increase your Underbosses' Loyalty and earn you extra Cash.

12. STORY MISSION

Complete this mission or objective to advance the story.

OTHER INFORMATION

KILL LIST

This list contains biographical information about your Mafia targets—alive or otherwise.

ASSETS

Learn more about your allies.

JOURNAL

Refer to your Journal if you need a recap of the story thus far.

COLLECTION

Take a closer look at your Playboys, Vargas Prints, Albums, Communist Propaganda, Repent Magazine, and Hot Rod magazine collectibles.

OPTIONS

Adjust various Control, Gameplay, Audio, and Display settings.

GAME

From here, you can link your 2K Account and check for Additional Content.

Tearing Down the Mob



New Bordeaux is crawling with Mafia rackets, ranging from drug operations to prostitution rings. Your goal: cripple each one financially, bit by bit, before seizing the criminal enterprise for yourself.

There are multiple ways to hurt each racket's earn, ranging from destroying supply caches to killing important mobsters to stealing money stashes. Each attack on the racket has a different impact on the racket's earn, and varying levels of challenge and reward in the form of cash. Attack the racket until the Earn is reduced to \$0 in order to draw out the racket's boss. Seizing each racket in a district will grant you total control over that area.

RULING THE ROOST

UNDERBOSSSES

Lincoln can't establish a foothold in New Bordeaux alone, so he'll need to assign one of his three Underbosses to run and hold the newly captured rackets (and later, entire districts):



CASSANDRA

She's the leader of the Haitian gang and Lincoln's first major ally in New Bordeaux.



VITO SCALETTA

This former Empire Bay mafioso was the protagonist of Mafia II. Now, as a resident of New Bordeaux, he operates out of a seafood restaurant.



THOMAS BURKE

A member of the Irish Mob, this gangster has his own axe to grind with the Italians.

Each Underboss gains income as they're assigned new territory—and as their wealth grows, so too will their loyalty toward you. Since each assignment will favor one Underboss at the expense of the other two, choose wisely: your decisions will inevitably ruffle some feathers.

LIEUTENANTS

Each Underboss has a Lieutenant in his or her employ.

Emmanuel Lazare

He manages the Haitian drug ring and is utterly devoted to his boss, Cassandra.

Alma Diaz

Saddled with unfinished business back in Cuba, Alma is confident that Vito can help her see things through.

Nicki Burke

She wants nothing more than to leave New Bordeaux, and Burke is her ticket out.

ASSOCIATES



The more territory your Underbosses control, the more Associates they can recruit to your cause. Some of these associates can provide special services – for a fee (or, if you've earned a Marker, use it to bypass the charge). For each assignment you make, consider which Underboss will offer the most useful Associates.

You can access the Associates by using the weapon wheel. These Associates will arrive (or take effect) within seconds.

CASSANDRA

ARMS DEALER: JACKIE DUVERNAY

The government isn't too keen on black folks owning guns – let alone selling them. So Jackie DuVernay quietly runs a mobile weapon shop out of his van. Call Jackie when you need to purchase guns, weapons, or player and vehicle upgrades out in the field.

SWITCHBOARD OPERATOR: JENNIFER "CLICKS" MORAN

Jennifer "Clicks" Moran, a switchboard operator, can monitor and disrupt calls on your behalf. Her services are especially useful for keeping Sentries and civilians from calling for help.

VITO SCALETTA

HIT SQUAD: BOBBY "DUCKS" NAVARRO

Bobby "Ducks" Navarro and his team of shooters have always "solved" problems for Vito. Give Bobby a call, and his men will show up, guns blazing, to tip the scales in your favor.

CONSIGLIERE: BETTY JOHNSON

Betty Johnson is Vito's trusted friend and personal banker—a relationship built over several years. A portion of the Cash in Lincoln's possession will be gone after losing a firefight, so call Betty to keep your money safe.

THOMAS BURKE

POLICE DISPATCHER: FIONA DAVIDSON

Fiona Davidson works for the New Bordeaux police on Burke's behalf. As a radio operator, she can spread some cash around to get the heat off your tail. Even the cops have a price.

VALET: HANK MCGAHEE

Expert car thief Hank McGahee will make his "livery" available to you. This acts as your own personal car dealership: select a vehicle from his collection and have it delivered at a moment's notice.

Increase the earnings of your Underbosses to expand the services of their respective Associates. There's only so much money to go around, so invest the services that best suit your play style.

Combat

Lincoln's time as a soldier in Vietnam gives him the upper hand over the Mafia's army of untrained thugs. From a variety of up-close-and-personal takedowns to ambidextrous weapon proficiency, you will have no shortage of techniques to keep you alive.

ON FOOT



Lincoln is tough, but not invulnerable: before committing to a firefight, always consider where Lincoln can take cover with **LEFT CTRL**.

Note: If a green arrow appears on the ground, Lincoln can rotate, or "orbit," around a piece of cover by pressing **W** and pressing **LEFT CTRL**. You can also move from cover to cover by pressing **A** or **D** toward the cover you want to move to and press **LEFT CTRL**.

MELEE

Mafia III: Definitive Edition's combat scenarios require a mix of gunplay and melee techniques. Lincoln has several of the latter.

RUNNING TAKEDOWN



To perform a running takedown, charge an unsuspecting enemy by pressing **LEFT SHIFT** and then pressing **Q** at the point of contact.

BRUTAL TAKEDOWN



After landing a punch using **Q**, press and hold **Q** to begin charging a brutal takedown move. Release **Q** at the right time to instantly take down the enemy you are fighting.

STUNNING



Shooting an enemy in the arm or the leg will make him vulnerable to a takedown with **Q**.

COUNTER



When an enemy takes a swing at Lincoln, press **LEFT ALT** at the correct time to counter the move and turn the tables.

STALKING

Plan your approach according to your surroundings; in many cases, stalking enemies to thin out the herd is preferable to arriving at the scene guns blazing.

Lincoln can sneak by pressing **X**. Staying low will make it much easier to stay out of sight.

TAKEDOWNS



Eliminate unwitting enemies by approaching them from behind and pressing **Q**. You can choose between lethal and non-lethal takedowns by making the desired selection in Options > Game Settings.

DISTRACTIONS



After conquering enough territory, a “Screaming Zemi” vodou doll will be added to your weapon wheel. Throw these distractions to catch the attention of nearby foot soldiers.

The player can also whistle by pressing **T** to bring an enemy close for a stealth kill.

INTEL VIEW



Whatever your approach, Intel View is critical to beating the odds. Pressing the **V** key will highlight every enemy you've spotted in red, even when they're behind walls. And if you've wiretapped the local Junction Box, even better: doing so will highlight all nearby enemies regardless if you've already spotted them or not.

BEHIND THE WHEEL



Press **LEFT CTRL** when hitting another car to increase the likelihood of flipping or ramming that car off the road.

Aim with the **MOUSE** and shoot with **MOUSE LEFT**. Cycle through specific targets, including tires, drivers, passengers, and gas tanks, using **F**. Wait until the targeting reticle turns green for a guaranteed hit.

You can also do side rams by pressing **LEFT CTRL**.

YOUR ENEMIES

THE MAFIA

The Mafia's army of foot soldiers consists of several different roles. Lincoln should keep each one in mind when approaching combat situations.

- HEAVY:** Carries a shotgun and can take a lot of punishment before going down
- MARKSMAN:** Uses a rifle to keep you at a distance
- GUNNER:** Mid-range shooter who prefers automatic weapons
- TRIGGERMAN:** Uses small arms and explosives to flush the player from cover
- SENTRY:** Wily criminals who will call for Reinforcements (indicated with a lightning bolt icon) once they see you



THE POLICE

The Police of New Bordeaux are not your primary target, but they're sure to get in your way.



Do what you can to keep from attracting unwanted attention: avoid violence with civilians when police are nearby. Breaking the law, whether you're walking around with your gun drawn or stealing a car, may attract Witness attention. These law-abiding citizens, as indicated by the telephone icon above their heads, will run to the nearest payphone or patrolling cop. Take them out quietly to keep this from happening.



The Police are the deadliest, most relentless faction in New Bordeaux. In combat, they won't stop coming after you, so your best bet is to escape them until the heat is off. To escape from the Police, stay out of their circle of attention displayed on your mini-map. Be careful: this circle will grow as you break more laws, making it even harder to lose their pursuit.

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VC per transaction and/or per day, which may vary depending on the associated Software. Licensor, in its sole discretion, may impose additional limits on the amount of VC you may purchase or use, how you may use VC, and the maximum balance of VC that may be credited to your User Account. You are solely responsible for all VC purchases made through your User Account regardless of whether or not authorized by you.

BALANCE CALCULATION: You can access and view your available VC and VG in your User Account when logged into your User Account. Licensor reserves the right, in its sole discretion, to make all calculations regarding the available VC and VG in your User Account. Licensor further reserves the right, in its sole discretion, to determine the amount of and manner in which VC is credited and debited from your User Account in connection with your purchase of VG or for other purposes. While Licensor strives to make all such calculations on a consistent and reasonable basis, you hereby acknowledge and agree that Licensor's determination of the available VC and VG in your User Account is final, unless you can provide documentation to Licensor that such calculation was or is intentionally incorrect.

USING VIRTUAL CURRENCY AND VIRTUAL GOODS: All purchased in-game Virtual Currency and/or Virtual Goods may be consumed or lost by players in the course of gameplay according to the game's rules applicable to currency and goods, which may vary depending on the associated Software. VC and VG may only be used within the Software, and Licensor, in its sole discretion, may limit use of VC and/or VG to a single game. VC and/or VG may never be used in connection with an agreement with other individuals to wager any money or other thing of value. The authorized uses and purposes of VC and VG may change at any time. Your available VC and/or VG as shown in your User Account will be reduced each time you use VC and/or VG within the Software. The use of any VC and/or VG constitutes a demand against and withdrawal from your available VC and/or VG in your User Account. You must have sufficient available VC and/or VG in your User Account in order to complete a transaction within the Software. VC and/or VG in your User Account may be reduced without notice upon the occurrence of certain events related to your use of the Software. For example, you may lose VC or VG upon the loss of a game or the death of your character. You are responsible for all uses of VC and/or VG made through your User Account, regardless of whether or not authorized by you. You must notify Licensor immediately upon discovering the unauthorized use of any VC and/or VG made through your User Account by submitting a support request at www.take2games.com/support.

NON-REDEEMABLE: VC and VG may only be redeemed for in-game goods and services. You may not sell, lease, license, or rent VC or VG, convert them into convertible VC. VC and VG may only be redeemed for in-game goods or services and are not redeemable for any sum of money or monetary value or other goods from Licensor or any other person or entity at any time, except as expressly provided herein or otherwise required by applicable law. VC and VG have no cash value, and neither Licensor nor any other person or entity has any obligation to exchange your VC or VG for anything of value, including, but not limited to, real currency.

NO REFUND: All purchases of VC and VG are final and under no circumstances will such purchases be refundable, transferable, or exchangeable. Except as prohibited by applicable law, Licensor has the absolute right to manage, regulate, control, modify, suspend, and/or eliminate such VC and/or VG as it sees fit in its sole discretion, and Licensor shall have no liability to you or anyone else for the exercise of such rights.

NO TRANSFERS: Any transferring, trading, selling, or exchanging of any VC or VG to anyone, other than in game play using the Software as expressly authorized by Licensor ("Unauthorized Transactions"), including, but not limited to, among other users of the Software, is not sanctioned by Licensor and is strictly forbidden. Licensor reserves the right, in its sole discretion, to terminate, suspend, or modify your User Account and your VC and VG and terminate this Agreement if you engage in, assist in, or request any Unauthorized Transactions. All users who participate in such activities do so at their own risk and hereby agree to be responsible and liable to Licensor, its partners, licensors, affiliates, contractors, officers, directors, employees, and agents for all damages, losses and expenses arising directly or indirectly from such actions. You acknowledge that Licensor may request that the applicable Application Store stop, suspend, terminate, discontinue, or reverse any Unauthorized Transaction, regardless of when such Unauthorized Transaction occurred (or has yet to occur) when it suspects or has evidence of fraud, violations of this Agreement, violations of any applicable law or regulation, or any intentional act designed to interfere or that otherwise has the effect of or may have the effect of intervening in any way with the operation of the Software. If we believe or have any reason to suspect that you have engaged in an Unauthorized Transaction, you further agree that Licensor may, in its sole discretion, restrict your access to your available VC and VG in your User Account or terminate or suspend your User Account and your rights to any VC, VG, and other items associated with your User Account.

LOCATION: VC is only available to customers in certain locations. You may not purchase or use VC if you are not in an approved location.

SOFTWARE STORE TERMS

This Agreement and the provision of the Software through any Software Store (including the purchase of VC or VG) is subject to the additional terms and conditions set forth on or in or required by the applicable Software Store and all such applicable terms and conditions are incorporated herein by this reference. Licensor is not responsible or liable to you for any credit card or bank-related charges or other charges or fees related to your purchase transactions within the Software or through a Software Store. All such transactions are administered by the Software Store, not Licensor. Licensor expressly disclaims any liability for any such transactions, and you agree that your sole remedy regarding all transactions is from or through such Software Store.

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

INFORMATION COLLECTION & USAGE

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

For the purposes of all data privacy issues, including the collection, use, disclosure, and transfer of your personal information and other information, the Privacy Policy located at www.take2games.com/privacy, 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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