
NBA
NBA2K23



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.

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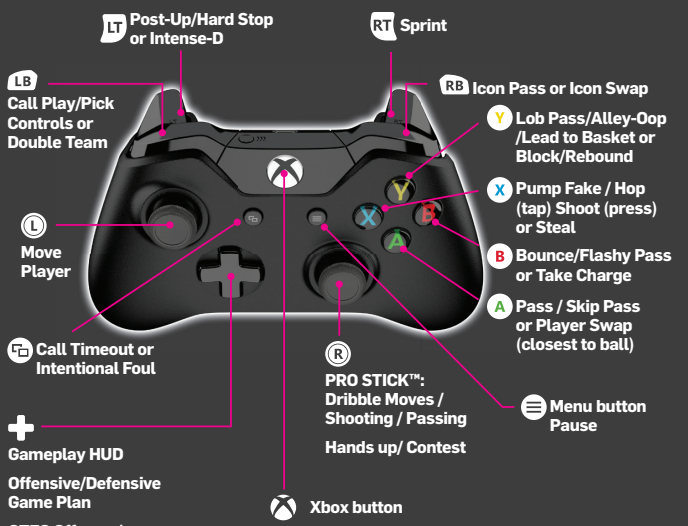
Product Support:
http://support.2k.com

Please note that NBA 2K23 online features are scheduled to be available until **December 31, 2024** though we reserve the right to modify or discontinue online features without notice. Visit **www.nba2k.com/status** for more information.

CONTROLS

This manual refers to the Xbox Wireless Controller. Other gamepads can be used. Your controller may have different nomenclature for each button. Refer to your controller's documentation or the Game Controllers section of the Windows Control Panel.



XBOX WIRELESS CONTROLLER	LOGITECH RUMBLE PAD 2	KEYBOARD
Ⓛ	Left Stick	A / S / D / W
Ⓧ	Button 1	Numpad 5
Ⓐ	Button 2	Spacebar
Ⓑ	Button 3	Numpad 1
Ⓨ	Button 4	Numpad 3
LT	Button 5	Left ⇧ Shift
RT	Button 6	Numpad ↵ Enter
LB	Button 7	Tab
RB	Button 8	Numpad +
☰	Button 10	Esc
⧉	Button 9	Pg Up
✚	D-Pad	⇧ / ⇦ / ⇨ / ⇩
Ⓡ	Right Stick	Numpad 2 / 4 / 6 / 8

BASIC OFFENSE	CONTROLLER	KEYBOARD	BASIC DEFENSE
Move Player		A / S / D / W	Move Player
PRO STICK™: Dribble Moves / Shooting / Passing		Numpad 2 / 4 / 6 / 8	Hands Up
Post-Up/Protect/Hard Stop		Left Shift	Intense-D
Sprint		Numpad Enter	Sprint
Call Play/Pick Controls		Tab	Defensive Adjustments / Double Team
Icon Pass		Numpad +	Icon Swap
Pass (tap) / Skip Pass (press and hold)		Spacebar	Player Swap (closest to ball)
Bounce Pass (tap), Flashy Pass (double tap), Get Open Pass (press and hold)		Numpad 1	Take Charge (hold) Flop (double tap)
Shoot (press) Pump Fake / Hop (tap) Spin Gather (double tap)		Numpad 5	Steal (press) Intentional Foul (hold)
Lob Pass (tap), Alley-Oop (double tap), Lead to Basket (press and hold)		Numpad 3	Block / Rebound
Gameplay HUD		⇧	Gameplay HUD
Offensive Game Plan		⇨	Defensive Game Plan
OTFC Offense Strategy		⇦	OTFC Defensive Sets
OTFC Substitutions		⇩	OTFC Substitutions

ADVANCED OFFENSE	
Pick Control	Press and hold LB or Tab. Use RB or Numpad + to choose Roll vs. Fade and L or Numpad Enter to choose pick side.
Bounce Pass	Tap B or Numpad 1
Overhead Pass	Tap Y or Numpad 3
Flashy Pass	Double Tap B or Numpad 1
Alley-Oop	Double Tap Y or Numpad 3
Lead to Basket Pass	Press and hold Y or Numpad 3 to force the selected teammate to make a basket cut, wait for him to get in range or release Y or Numpad 3 to force the pass early
Get Open Pass	Press and hold B or Numpad 1 to make the selected receiver cut and get open, release " B or Numpad 1 " to pass the ball
Fake Pass	Y + B or Numpad 3 + Numpad 1 (while standing or driving)
Jump Pass	X + A or Numpad 5 + Spacebar
Give & Go	Press and hold A or Spacebar to retain control of passer, release A or Spacebar to pass the ball back to him
Putback Dunk/Layup Finish Alley-Oop (when controlling receiver)	Hold X or hold Numpad 5
PRO STICK™ Pass	RB + R or Numpad + + Numpad 2 / 4 / 6 / 8
Call Timeout	View button or Pg Up

ADVANCED DEFENSE	
Move	L
Fast Shuffle	LT + RT + L
Steal	Tap X
Block	Y
Rebound	Y (ball in air)
Take Charge	Hold B
Flop	Double-tap B
Ball Denial	Hold LT when near opponent
Intense Defense	Hold LT
Crowd Dribbler	Hold LT and move L toward the dribbler
Contest	Quickly move and release R
Hands Up	Hold R Up
Deny Hands Out	Hold R (while playing offball defense)
Double Team	Hold LB
Icon Double Team	Tap LB, then press and hold desired double teamer's action button

PRO STICK™

The PRO STICK™ gives you more control over your offensive arsenal than ever before.

PRO STICK™: SHOOTING

Action	Input
Jump Shot	Move + Hold Ⓡ straight down, then release
Pump Fake	Start a jump shot, then quickly release Ⓡ
Runner / Floater (driving mid-range)	Hold Ⓡ down
Hop Gather (driving to hoop)	Move Ⓡ right, then quickly back to neutral, then right again (with ball in the right hand)
Spin Gather (driving to hoop)	RT + Rotate Ⓡ, then hold
Normal Layup (driving to hoop)	Hold Ⓡ up while driving (Ⓡ direction determines finish hand)
Euro Step Layup (driving to hoop)	Double tap X while holding Ⓛ toward off hand OR Hold Ⓡ left then right (with ball in right hand)
Cradle Layup (driving to hoop)	Hold Ⓡ right then left (with ball in right hand)
Reverse Layup (driving along baseline)	Hold Ⓡ in the direction of the hand closest to the baseline
Quick Scoop Layup	Hold Ⓡ left or right while driving to the hoop
2-Hand Dunks (driving to hoop)	RT + Hold Ⓡ up
Dominant/Off-Hand Dunk (driving to hoop)	RT + Hold Ⓡ left or right to dunk with that hand
1-Hand Flashy Dunk	RT + hold Ⓡ down then up
2-Hand Flashy Dunk	RT + hold Ⓡ up, then neutral, then up again
Rim Hang Dunk	RT + move and hold Ⓡ down while driving Keep Ⓡ held to hang on the rim

Action	Input
Skill Dunk	RT + move Ⓡ up then quickly move Ⓡ down Release Ⓡ to time the dunk
Step Through	Pump fake, then hold Ⓡ again before pump fake ends

PRO STICK™: DRIBBLING

In the chart below, the Input movements refer to Ⓡ.

Action	Input	Context
Triple Threat Jab Stepover	Tap Ⓡ Left/Right/Up	Triple Threat
Triple Threat Pump Fake	Tap Ⓡ down	Triple Threat
Triple Threat Attack Hesitation	Move + Hold Ⓡ up left or up right	Triple Threat
Triple Threat Spinout	Rotate Ⓡ then quickly return to neutral	Triple Threat
Triple Threat Stepback	RT + Tap Ⓡ down	Triple Threat
Hesitation (quick)	Tap Ⓡ right (when dribbling with right hand)	Dribbling
Signature Size-up	Quickly Move and Release the Right Stick in various directions	Dribbling
Hesitation (escape)	RT + move Right Stick right then quickly release (when dribbling with right hand)	Dribbling
In and Out	Move Ⓡ up right or up left toward the ball hand, then quickly release	Dribbling
Crossover (front)	Tap Right Stick up (when dribbling with right hand)	Dribbling
Crossover (between legs)	Move the Ⓡ left then quickly release (when dribbling with right hand)	Dribbling
Behind the Back	Tap Ⓡ down left (when dribbling with right hand)	Dribbling

Action	Input	Context
Spin	Rotate Ⓡ clockwise then quickly release (when dribbling with right hand)	Dribbling
Half-Spin	Rotate Ⓡ in a quarter-circle from right to up then quickly release (when dribbling with right hand)	Dribbling

POST MOVES (HOLD LT TO POST UP)

Action	Input
Quick Spin/Hook Drive	Rotate Ⓡ
Fakes	Tap Ⓡ left/down/right
Post Hop	Hold Ⓛ to the left or right away from hoop, then tap Ⓧ
Post Stepback	Hold Ⓛ away from hoop, then tap Ⓧ
Dropstep	Hold Ⓛ to the left or right toward hoop, then tap Ⓧ
Change facing	Tap Ⓡ up

POST SHOTS (HOLD LT TO POST UP)

Action	Input
Post Hook (close range)	Ⓡ up (with Ⓛ neutral)
Shimmy Hook (close range)	Move Ⓡ down then quickly release and move and hold Ⓡ up left or right
Post Fade (beyond close range)	Hold Ⓡ down left or right
Post Layup	Hold Ⓡ up (while Ⓛ is deflected)
Step Through Layup	Ⓡ toward hoop (while holding Ⓛ toward hoop)
Shimmy Fade	Move Ⓡ up then quickly release and move and hold Ⓡ down left or right
Pump Fake	Start a shot listed above then move Ⓡ to neutral
Up & Under / Step Through	Pump fake, then move and hold Ⓡ again before pump fake ends

DEFENSIVE CONTROLS

Action	Input	Context
Move	L	Any
Fast Shuffle	RT + LT + L	Any
Steal	Tap X	Any
Block	Y	Any
Rebound	Y (ball in air)	Any
Take Charge	Hold B	Any
Flop	Double-tap B	Onball Defense
Intense Defense	Hold LT	Onball Defense
Crowd Dribbler	Hold LT + Move L towards the dribbler	Onball Defense
Contest	Tap R	Onball Defense
Hands Up	Hold R in any direction	Onball Defense
Deny Ball	Hold R in any direction	Offball Defense
Double Team	LB	Any
Pull Chair	Tap L away from player backing down	Post defense

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

WARRANTY

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

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

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

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

YOUR RESPONSIBILITY TO LICENSOR

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

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

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

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

TERMINATION

This Agreement is effective until terminated by you or by the Licensor. This Agreement automatically terminates when Licensor ceases to operate the Software servers (for games exclusively operated online), if Licensor determines or believes your use of the Software involves or may involve fraud or money laundering or any other illicit activity, or upon your failure to comply with terms and conditions of this Agreement, including, but not limited to, the License Conditions above. You may terminate this Agreement at any time by (i) requesting Licensor to terminate and delete your User Account that is used to access or use the Software using the method set forth in the Terms of Service or (ii) destroying and/or deleting any and all copies of all Software in your possession, custody, or control. Deleting the Software from your Game Platform will not delete the information associated with your User Account, including any VC and VG associated with your User Account. If you reinstall the Software using the same User Account, then you may still have access to your prior User Account information, including any VC and VG associated with your User Account. However except as otherwise prohibited by applicable law, if your User Account is deleted upon termination of this Agreement for any reason, all VC and/or VG associated with your User Account will also be deleted, and you will no longer be available for use the Software or any VC or VG associated with your User Account. If this Agreement terminates due to your violation of this Agreement, Licensor may prohibit you from re-registering or re-accessing the Software. Upon any termination of this Agreement, you must destroy or return the physical copy of Software to Licensor, as well as permanently destroy all copies of the Software, accompanying documentation, associated materials, and all of its component parts in your possession or control, including from any client server, computer, gaming unit, or mobile device on which it has been installed. Upon termination of this Agreement, your rights to use the Software, including any VC or VG associated with your User Account, will terminate immediately, and you must cease all use of the Software. The termination of this Agreement will not affect our rights or your obligations arising under this Agreement.

U.S. GOVERNMENT RESTRICTED RIGHTS

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

EQUITABLE REMEDIES

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

TAXES AND EXPENSES

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

TERMS OF SERVICE

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

MISCELLANEOUS

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

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

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

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

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

GOVERNING LAW

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

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

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

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