

OWNER'S MANUAL



⚠ WARNING: PHOTOSENSITIVITY/EPILEPSY/SEIZURES

A very small percentage of individuals may experience epileptic seizures or blackouts when exposed to certain light patterns or flashing lights. Exposure to certain patterns or backgrounds on a television screen or when playing video games may trigger epileptic seizures or blackouts in these individuals. These conditions may trigger previously undetected epileptic symptoms or seizures in persons who have no history of prior seizures or epilepsy. If you, or anyone in your family, has an epileptic condition or has had seizures of any kind, consult your physician before playing. IMMEDIATELY DISCONTINUE use and consult your physician before resuming gameplay if you or your child experience any of the following health problems or symptoms:

- dizziness
- eye or muscle twitches
- disorientation
- any involuntary movement
- altered vision
- loss of awareness
- seizures
- or convulsion.

RESUME GAMEPLAY ONLY ON APPROVAL OF YOUR PHYSICIAN.

Use and handling of video games to reduce the likelihood of a seizure

- Use in a well-lit area and keep as far away as possible from the television screen.
- Avoid large screen televisions. Use the smallest television screen available.
- Avoid prolonged use of the PLAYSTATION®3 system. Take a 15-minute break during each hour of play.
- Avoid playing when you are tired or need sleep.

Stop using the system immediately if you experience any of the following symptoms: lightheadedness, nausea, or a sensation similar to motion sickness; discomfort or pain in the eyes, ears, hands, arms, or any other part of the body. If the condition persists, consult a doctor.

NOTICE:

Use caution when using the DUALSHOCK®3 wireless controller motion sensor function. When using the DUALSHOCK®3 wireless controller motion sensor function, be cautious of the following points. If the controller hits a person or object, this may cause accidental injury or damage. Before using, check that there is plenty of space around you. When using the controller, grip it firmly to make sure it cannot slip out of your hand. If using a controller that is connected to the PS3™ system with a USB cable, make sure there is enough space for the cable so that the cable will not hit a person or object. Also, take care to avoid pulling the cable out of the PS3™ system while using the controller.

WARNING TO OWNERS OF PROJECTION TELEVISIONS:

Do not connect your PLAYSTATION®3 system to a projection TV without first consulting the user manual for your projection TV, unless it is of the LCD type. Otherwise, it may permanently damage your TV screen.

HANDLING YOUR PLAYSTATION®3 FORMAT DISC:

• Do not bend it, crush it or submerge it in liquids. • Do not leave it in direct sunlight or near a radiator or other source of heat. • Be sure to take an occasional rest break during extended play. • Keep this disc clean. Always hold the disc by the edges and keep it in its protective case when not in use. Clean the disc with a lint-free, soft, dry cloth, wiping in straight lines from center to outer edge. Never use solvents or abrasive cleaners.



CONTENTS



02
GETTING
STARTED



03
GAME
CONTROLS

06
REPUTATION



08
HEADS UP
DISPLAY



10
GETTING
AROUND



12
CAREER
MODE



14
SPECIAL
RACES +
CHALLENGES



16
SPECIAL
ABILITIES



18
RACE
EDITOR



19
ARCADE
MODE +
GOAL ATTACK

20
CREDITS

26
WARRANTY



STARTING A GAME

Before use, carefully read the instructions supplied with the PS3™ computer entertainment system. The documentation contains information on setting up and using your system as well as important safety information.

Check that the MAIN POWER switch (located on the system rear) is turned on. Insert the Midnight Club Los Angeles Complete disc with the label facing up into the disc slot. Select the icon for the software title under [Game] in the PS3™ system's home menu, and then press the **X** button. Refer to this manual for information on using the software.

QUITTING A GAME

During gameplay, press and hold down the PS button on the wireless controller for at least 2 seconds. Then select "Quit Game" from the screen that is displayed.

HINT: To remove a disc, touch the eject button after quitting the game.

SAVED DATA FOR PS3™ FORMAT SOFTWARE

Saved data for PS3™ format software is saved on the system's hard disk. The data is displayed under "Saved Game Utility" in the Game menu.

LEFT STICK	Steering
RIGHT STICK UP	Accelerator
RIGHT STICK DOWN	Brake / Reverse
L1 BUTTON + LEFT STICK	Two Wheel Driving / Weight Transfer
L1 BUTTON + LEFT STICK WHILE AIRBORNE	In-Air Control
R1 BUTTON	Handbrake
L3 BUTTON	Special Abilities / Power Ups
R3 BUTTON	Nitrous / Slip Stream Turbo
X BUTTON	Toggles Light / Sirens on Police vehicle
△ BUTTON	Change Camera View
□ BUTTON (OR L2 + R2 BUTTONS)	Camera Back
L2 BUTTON	Camera Left
R2 BUTTON	Camera Right
D PAD UP	HUD Map / Close Sidekick
D PAD DOWN	Hydraulics
D PAD LEFT	Skip To Previous Music Track (Hold to Pause Music)
D PAD RIGHT	Skip To Next Music Track
SELECT BUTTON	GPS Map
START BUTTON	Pause / Option Menu

/// GET READY FOR THE WORLD OF STREET RACING, WEST COAST STYLE

DAY AND NIGHT ACROSS L.A., FROM THE AVENUES OF SOUTH CENTRAL TO THE BOULEVARDS OF SANTA MONICA, THE ILLEGAL STREET RACING SCENE THROWS DOWN A CHALLENGE TO ALL TAKERS: CAN YOU KEEP UP WITHOUT GETTING CAUGHT?

This is the complete Los Angeles experience: from the downtown aqueducts to the Sunset Strip and the ramp-filled rail yards of South Central, the streets of L.A. are ready to test your skills and your nerve as you compete to build your reputation and earn cold, hard cash.

Choose from the hottest tuners, exotics, luxury cars, superbikes and now cop cars, low riders and a modern classic: a fully customizable Range Rover SUV. But picking a ride is just the beginning, as with limitless ways to tune and customize your vehicle with the very best after-market performance parts and custom kits. This is the scene as it's meant to be.

GET READY FOR STREET RACING AT ITS FINEST, WITH NO TRACK AND NO RULES...

WELCOME TO THE MIDNIGHT CLUB.



/// THE BEST WAY TO SEE LOS ANGELES IS AT 245 MPH

REPUTATION



COMPETING IN RACES EARNS YOU REP POINTS AND MONEY – THE BETTER YOU DO, THE MORE POINTS YOU GET.

Rep points are essential to progressing through Career Mode. You'll meet different characters along the way, some of whom will challenge you to get a specific number of Rep points before you can face them.

The speed at which you collect points depends on your skills in your vehicle: the higher you place and the more difficult the opponent, the more points you'll accumulate. Racers in the city are represented by colored icons on your GPS map and these colors represent their difficulty: green racers are the easiest, yellow racers are medium, orange racers are hard, and red racers are the hardest. Amassing Rep points will unlock new features and options.

RACING TIP 01



SLIP STREAM TURBO

While trailing closely behind an opposing racer, you'll notice their wake projecting out at you. This signifies that you're in a slipstream and your Slip Stream Turbo Meter will build. When this meter fills, pressing the **R3 button** will give you a boost of speed. ✓



HEADS UP DISPLAY



- 1 RACE TIMER** Displays the total time for the current race.
- LAP COUNTER** For Circuit Races, shows which lap you're currently on.
- 2 POSITION** Shows where you are in the pack.
- ARROW** Directs you to the next checkpoint during a race, or to a destination you've selected in Cruise with the GPS Map.
- 3 MINI MAP** Depending on what mode you're in, different icons will be displayed on the mini map.
- 4 GAUGE CLUSTER** Displays all pertinent dashboard gauges and street info. See right for more detail.

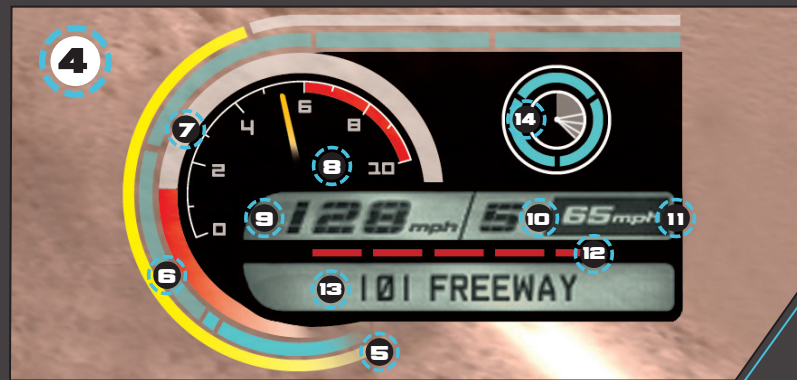
OTHER FEATURES

SIDEKICK® Different game characters will call you with various challenges, as well as tips to help you through the game.

CR When you feather the gas near the posted speed limit, you'll see a "CR" for Cruise appear. This helps you maintain a set speed to avoid tickets when police are near.

/// DON'T STOP FOR DIRECTIONS

Your car's Heads Up Display (HUD) is designed to provide only the most crucial info about your vehicle and the city around you. Here's what you'll need to know about the HUD.



GAUGE CLUSTER

- 5 SLIP STREAM TURBO METER**
This meter builds when you are drafting another car. The meter turns green when a Slip Stream Turbo is available.
- 6 NITROUS**
Displays how many nitrous tanks you have left.
- 7 DAMAGE METER**
This meter builds as your vehicle takes damage and will flash when you're close to totaling your car. When completely filled, your car will be damaged out.
- 8 TACHOMETER**
Displays your engine's RPM.
- 9 SPEEDOMETER**
Shows your current speed.
- 10 GEAR INDICATOR**
Displays what gear your vehicle is in.
- 11 SPEED LIMIT**
Displays the speed limit for the street you're currently on.
- 12 POLICE SCANNER**
Warns if police are close by.
- 13 STREET / RADIO**
Displays the current street you are on. Also shows music track info when a new song plays.
- 14 SPECIAL ABILITIES / POWER UPS**
These gauges show you what special abilities or power ups you have equipped. As you race, these gauges will charge before they're ready to be deployed.



/// THE STREETS OF LOS ANGELES BECKON



**NEW TO
MIDNIGHT CLUB LOS ANGELES
COMPLETE EDITION**

RACING TIP 02



COP DODGING

New to the Midnight Club Los Angeles Complete Edition are drivable police vehicles.

Race in the Border, Highway or Squad Patrol cars (choose from the Chevy Impala or Dodge Charger) for the ability to ignore red lights and race at high speeds - but don't trespass or the chase is on. Pick up your new police vehicles from the unlockables in the garage. ✓

COPS

Your in-car police scanner will alert you if police are close by. If you break the law around them, they will engage in pursuit. Pulling over will result in a ticket. If you try and outrun them, you'll have to be pretty elusive because if they pull you over, you will be taken to the police station and hit with a hefty fine.

GPS MAP

While cruising around the expanse of Los Angeles, it can be easy to lose your bearings. Fortunately, your vehicle comes equipped with a state-of-the-art GPS system. With this, you can find your next checkpoint or the position of your next road challenge.

Sometimes, it's knowing the shortcuts and the back alleys that will help you win the race. To make your next move without slowing down, hit **D-PAD Up** to bring up the HUD Map and you'll see a full screen map on top of the action. For a detailed view of the entire city, hit the **SELECT button** to see a 3-D GPS view of Los Angeles. Here, you can zoom in and out and find the location of races and career content.

DAMAGE

As your vehicle gets banged and bruised, you'll accrue physical damage. Between races, you'll have the option of performing a Quick Fix, which will hammer out the dents and polish out some of the damage to keep you racing. If you go on without fixing your vehicle, you'll eventually

damage out your vehicle, causing it to be totaled and replaced. If this happens while racing, you'll be eliminated. From Cruise, you can fully repair your vehicle at a service station or at the garage.

MISSION LOG

The Mission Log is where you will find all of your active and completed missions, as well as a list of all Tutorials. Check the Tutorials section often as it will update with new information as you progress through the game. Some missions will require you to obtain a specific number of Rep points or to win a certain number of races; the Mission Log will track your progress. As characters text or call you with additional missions they will be immediately added to the list.



/// TO BECOME A STREET LEGEND, YOU'LL HAVE TO START AT THE BOTTOM

WHEN CAREER MODE BEGINS, YOU'LL HAVE A LIMITED SELECTION OF VEHICLES YOU CAN AFFORD AND A SMALL AMOUNT OF CASH. WHICH CAR YOU CHOOSE AND HOW MUCH YOU SPEND ON MODS IS UP TO YOU, BUT BE SURE TO PICK A CAR THAT MATCHES YOUR RACING STYLE.

When you want to start a race, simply choose a driver to challenge, flash your headlights, and a race will immediately begin.

Various types of races can be found on the streets of Los Angeles. Taking part in a variety of events, which are marked with different symbols on the GPS map, is essential to building your driving skills and advancing through Career Mode.

RACING TIP 03



IN-AIR CONTROL

When your vehicle is catching air after performing a jump, holding the **L1 button** while moving the **Left Stick** (or tilting the DUALSHOCK®3 controller) will give In-Air Control which can be used to tilt your vehicle into a more advantageous landing position.



ORDERED RACES

Checkpoints are located throughout the city and must be driven through in order, one after another, to the finish line.

CIRCUIT RACES

Similar to an Ordered Race except multiple laps are made. The starting point of the race becomes the first checkpoint in successive laps. In the Last-Man-Out variation, the player in the last position on each lap is removed from the race.

TIME TRIALS

Time Trial races put you in a specific vehicle and race. It's you against the clock; there are no other opponents. Time Trials will reappear throughout Career Mode with quicker times and different vehicles for you to conquer as you progress.

RED LIGHT RACES

A race from the nearest red light to a landmark on the other side of town. There is only one checkpoint and the first racer to the landmark wins.

FREEWAY RACES

Match a freeway racer's speed, flash your lights, and you're straight into a race. Checkpoints will appear along the freeway as the two of you barrel through freeway traffic to the finish.

/// YOU HAVE TO RISK IT ALL TO WIN IT ALL

SPECIAL RACES + CHALLENGES



AS YOU PROGRESS THROUGH CAREER MODE, YOU'LL BE INTRODUCED TO SPECIAL RACE TYPES AND MISSIONS. YOU'LL FIND OUT ABOUT THESE FROM YOUR SIDEKICK, LOCAL HANGOUTS OR THE GARAGE. SUCCESSFULLY COMPLETE THESE TO GET MORE REP POINTS AND CASH.



RACING TIP 04



2 WHEEL DRIVING

Narrow spaces can be maneuvered through using 2 Wheel Driving. Holding the **L1 button** and pushing left or right on the **Left Stick** (or tilting the **DUALSHOCK®3 controller**) will shift your car's weight to one side, enabling you to drive on two wheels. Being on two wheels also prevents competitors from using your slipstream.

TOURNAMENTS

Challenging tournament racers opens a series of races where every racer's position after each race counts towards points. The racer with the most points at the end of the tournament wins.

SERIES RACES

Each Local Hangout offers a series of races. The player that wins a set number of races first wins the series. Series Races are against multiple opponents.

WAGER RACES

Racers can wager money towards a race. The more money wagered, the more difficult the race. Wager Races are one-on-one.

PINK SLIP RACES

One-on-one races when the wager is your vehicle. Winner takes all.

DELIVERY MISSIONS

Deliver a car to a pre-determined location in a specific amount of time. Damage to the vehicle decreases the reward and if you damage the car too much, you'll fail the mission.

PAYBACK MISSIONS

From the garage, use the mechanic's car to find and damage out customers who have skipped out on their bill. If their car isn't damaged out in the allotted time, the customers' friends will try to damage out your car. Evade the customers' friends to move on to the next payback target.



TELEPHONE RACES

Receive a call on your Sidekick from a racer. If you accept, you will jump to the start of a race of your choosing.

SPECIAL ABILITIES



/// RULES ARE MADE TO BE BROKEN



HAVING THE HIGH-PERFORMANCE MACHINE OF YOUR DREAMS IS MEANINGLESS UNLESS YOU KNOW HOW TO HANDLE IT. AS YOU PROGRESS THROUGH CAREER MODE, MASTERY OF THESE SPECIAL ABILITIES WILL BE KEY TO YOUR SUCCESS.

RACING TIP 05



NITROUS BOOST

Equip your vehicle with nitrous tanks from the garage to have this feature available.

Multiple tanks can be installed, with each tank allowing you to perform a Nitrous Boost during a race by pressing the **R3 button**.

Using nitrous gives your vehicle an incredible acceleration boost. During a race, you can refuel an empty nitrous tank by driving through a gas station.



AGRO

Allows you to plow through the competition, swatting aside any car that gets in your way. It is unlocked in Career Mode and charged by driving cleanly. When fully charged, Agro can be activated or used at a later time by pressing the **L3 button**.



ZONE

Simulates the adrenaline rush of racing at insane speeds by slowing down the world around you to a crawl, allowing you to squeeze around tight turns and through narrow spaces with ease. Zone is unlocked in Career Mode and charged by driving cleanly. Collisions prevent the meter from charging. Activate Zone by pressing the **L3 button**.



EMP

An Electro Magnetic Pulse (EMP) that temporarily disables the competition, giving you the opportunity to zoom by. Unlocked during Career Mode, the EMP meter can be charged by driving cleanly. Once charged, hit the **L3 button** when competitors are near.



ROAR

Roar sends out an engine rev so loud, traffic will do anything it can to get out of the way. It is unlocked in Career Mode and charged by driving cleanly. When fully charged, Roar can be activated by pressing the **L3 button** or saved for later use.



AS YOU GET TO KNOW THE STREETS OF LOS ANGELES, YOU'LL START TO NOTICE BACK ALLEYS, OFF-RAMPS, AND TRAFFIC HEAVY ROADS THAT WOULD MAKE PERFECT COMPETITIVE LOCATIONS. THE RACE EDITOR ALLOWS YOU TO PUT YOUR IDEAS TO THE TEST.

You'll be able to "drive and drop" through the city or take a bird's eye view and place checkpoints at will. After your custom race is created, you can take it for a test race.

RACING TIP 06



WEIGHT TRANSFER ON BIKES

Holding the **L1 button** while turning on a motorcycle will cause the rider to shift his weight and lean into the turn. Holding the **L1 button** while pulling back on the **Left Stick** (or tilting the DUALSHOCK®3 controller) will allow the rider to do wheelies. Pushing forward on the **Left Stick** (or tilting the DUALSHOCK®3 controller) while holding the **L1 button** will make the rider duck, which will reduce drag and increase your speed. Hitting the brakes in combination with this last control is the secret to performing stoppies.



IN ARCADE MODE, YOU'LL HAVE THE OPTION TO QUICKLY JUMP INTO YOUR FAVORITE RACES. DIRECTLY ACCESSIBLE THROUGH THE PAUSE MENU, ARCADE MODE LETS YOU SET UP AND PRACTICE RACES HOWEVER AND WHENEVER YOU WANT.

You'll have the option of choosing the race type, number of opponents, difficulty, power up use, traffic, weather, and time of day. Any Ordered, Unordered, Circuit or Landmark race you've unlocked during Career Mode will be available.



SELECTABLE THROUGH THE PAUSE MENU, GOAL ATTACK IS A SPECIAL MODE THAT SETS SPECIFIC CHALLENGES FOR EACH OF THE RACES YOU'VE UNLOCKED IN CAREER MODE.

Your challenges are: win the race, win the race with less than the target damage, finish the race in under the specified time, and achieve all goals in the same race.

Completing these challenges will unlock special Playstation 3 trophies.



CREDITS

// ROCKSTAR SAN DIEGO

ART

Lead Artist
Scott Stoabs

Art Direction

Ted Bradshaw
David Hong
Andrew Wilson

City Art

Edgar Acevedo
Tom Carroll
Hee-Chul Chang
Chris Deboda
Charlene Dunn
Philip Escobedo
Mary Ann Fernandes
Ben Herrera
Mike Hughes
Patrick Jamaica

Hank Jiang
William Kidwell
Yeon-Seon Kim
Jude Liberty

Ryan Pearo
Jody Pileski
David Riewald
Wallace Robinson
Frank Silas
Ruben Tavares
Michael Tran

Technical Art

Kelby Fuchs
Kyle Hansen

Vehicle Lead Artist

Kouros Moghaddam

Vehicle Technical Art

Brad Nelson

Vehicle Art

Tom De La Garza
David Finlay
Dennis Logashov
Mike Nagatani
Scott Schoennagel
Scott Smalley
Sean Smith
John Wang
Grant Werner

User Interface

Jerome Lacote
Todd Moulton

Lead Animator

Paul Lee

Animation

DongJun Kim
Josh Lange
Christy Swing

Character Art Lead

Joshua Bass

Character Art Direction

Jason Castagna

Character Art

Marcellus Barnes
Ben Herrera
Yeh Jean Kim
Taewoo Roh

PROGRAMMING

Lead Programmer
Michael Currington

Technical Director

Steve Reed

Programming

Mark Beazley
Chris Bourassa
Daniel Diaz

Devan Hammack

Randy Hsiao

Raymond Kerr

Ryan Mack

Steve Messenger

Ken Murfitt

Ben Padgett

Mark Robinson

Jeff Roorda

Kevin Rose

Ryan Sattrappe

Corey Shay

Ali Siddiqui

Kenji Takeuchi

Brendon Thornton

DESIGN

Lead Designer
Jeff Pidsadny

Vehicle Tuning

Kris Roberts

Game Design

Michael Bagley
Devan Hammack
Jeff Junio
Troy Schram
David Stinchcomb

AUDIO

Lead Sound Designer

Nassim Ait-Kaci

Sound Design

Christian Kjeldsen
Corey Ross
Steven Von Kampen
Jeff Whitcher

PRODUCTION

Senior Producer

Jay Panek

Producers

Glen Hernandez
Eric Smith

Production Assistant

Tom Hiett

Technical Production

Yomal Perera

QA Supervisor

Michael Crespo

QA Leads

David Branscom
Aaron Robuck
Stephen Russo

Quality Assurance

Luke Brody
Nicole Griffee-Zuniga
Tyson Hiener
Gabe Landers
Pornpiron Jow
Malayawetch
Grag Rice
Nick Rodney
Geoff Shaw
Jason Trew
Chris Vaughn
Allan Veletanlic
Joey Willard

RAGE TECHNOLOGY

GROUP

Chief Software Architect

David Etherton

Technical Director

Eugene Foss

Director of Technology

Derek Tarvin

Programming

Kevin Baca
Erika Birse
Nathan Carlin
Adam Dickinson
Wolfgang Engel
Thomas Johnstone
Todd LeMoine
Justin Link
Alastair MacGregor
James Miller
Christopher Perry
William Pfell
Russ SchAAF
Matthew Smith
Rob Trickey

Design

Kirk Boornazian

Associate Producer

Michael Alan Erickson

STUDIO GROUP

Director of Development

Alan Wasserman

Chief Technology Officer

Steve Reed

Creative Director

Daren Bader

Art Department Director

Joshua Bass

Technical Art Director

Steven Waller

Support

Paul Anderson
Dan Brockman
David Counts
Sarah Shafer
Michael Mattes
Michelle Miller
Peg Ulanosky
Chris Wells

Additional Asset Creation

Alive Interactive Media
Shanghai Art-Coding
Software Co., Ltd
Eyetrionics
Digimation
Meshwerks

Special Thanks

Ayman Abifaker
Joaquin Barroeta
Eric Beater
Jeff Bikas
Alex Borla
David Borla
Joshua Breindel
Christina Briseno
Enrique Castillo
Seul Kee Chang
Shawn Church
Francis Cortez
Alex Ehrath
John Fasal
Christopher Fuentes
Nolan Gallagher
Alfredo Garcia
Jason Garland
Steve Haddad
Thomas Hiett
Aaron Hockstra
Mark Houlahan
Leonard Jefferson
Todd Jones
Christophe Junker
Gary Katsaris
Robert Katz
Joey Kobara
Joseph Kreiner
Tom Lee
JungHyun Lim
Scott C. Looney
Ian Luck
Rollo Luck
Jacko Luong

Nancy Martinez
El Maz

Enrique Munoz
Sean Murphy
Matthew Myose
Tyler Neal
Eric Nieman
Timothy S. O'Brien
Ken Palos
Walker Panek
Weston Panek
Kevin Robinson
The Russian Cowboy
Melissa Serocki
Dan Shepard
Malcolm Shortt
Slick
Jeffrey Ting
Duc Trong
Bruce Tucker
John "Baron"

Vaughn-Chaldy

John Walter
Katy Whitecher
Brady Whitehead
Glen Zachman
Kristi Zimmerman
Tony from 310 Motion
Curtis Castillo
Autosport and Performance
Baron Custom
Burla Exhaust
Church Automotive
Custom Automotive
Services
Family Classics
Marc Rodriguez
JBA Racing
Lake Forest Automotive
Symbolic Motor Car
Company
Undefeated

// ROCKSTAR NYC

Executive Producer

Sam Houser

VP of Creative

Dan Houser

Art Director

Alex Horton

Visualization Director

Steven Olds

VP of Product Development

Jeronimo Barrera

Producer

Mark Garone

VP of Quality Assurance

Jeff Rosa

Senior Lead Analyst

Lance Williams

Project Lead

Brian Alcazar
Jameel Vega

Test Team

Adam Tetzloff
Brian Planer
Bryan Rodriguez
Chris Choi
Christopher Mansfield
Christopher Plummer
Curtis Reyes
Devin Smither
Gene Overton
Helen Andriacchi
James Dima
James Eckersley
Jay Capozello
Jeremiah Casey
Marc Rodriguez
Matt Capozello
Matthew Forman
Michael Piccolo
Mike Hong
Mike Nathan
Oswald Greene
Peter Woloszyn
Phil Castanheira
Rich Huie
Sean Flaherty
Tamara Carrion

Motion Graphics

Maryam Parwana

Technical Manager

Ethan Abeles

Technical Analyst

Jared Raia

Business Development Director

Sean Macaluso

Soundtrack Supervision

Ivan Pavlovich
Andi Hanley

Production Team

Rod Edge
Lazlow
Adrien DeTray
Anthony Litton
Ayana Osada
Caleb Oglesby
Charles Burrell
Clark Harris
Francesca Clemens
Gregory Johnson
Heather Silverman
Jaesun Celabre
John Zurhellen
Jon Young
Kerry Shaw
Marisa Palumbo
Peter Adler
Phil Poli
Sanford Santacrose
Shawn Allen
Vincent Parker

Publishing Team

Adam Tedman
Alden Ng
Alessandra Morra
Alex Moule-Berteaux
Alison Brash
Andrea Stapleton
Andrew Gross
Andrew Kleszczewski
Angus Wong
Ben Sutcliffe
Bill Woods
Bruce Dugan
Cassandra Nguyen
Cesar Hernandez
Chris Madgwick
Chris Peterson
Christopher Fiumano
CJ Gibson
Craig Gilmore

CREDITS

Publishing Team (CONT.)

Daniel Einzig
Darlan Monterisi
Dave Collier
David Cohen
David Manley
David Santana
Ejan Trybuch
Fiona Mitchell
Fred Navarrete
Gauri Khindaria
Greg Lau
Greg Weller
Hamish Brown
Haloise Williams
Hugh Michaels
Jack Rosa
James Crocker
Jean Paul Moncada
Jeff Mayer
Jannifer Kolbe
Jarry Chen
Jessica Blank
Job Stauffer
Joey Stern
Jordan Chew
Josh Mirman
Josh Moskovitz
Jurgen Mol
Justin Hills
Kath Horton
Keichia Bean
Laura Battistuzzi
Linda Vezzoli
Lucien King
Lyonel Tollemache
Mark Adamson
Marz Yamaguchi
Matt Smith
Michael Carnevale
Michael Elkind
Mike Torok
Nathan Stewart
Neil Stephen
Nicholas Patterson
Nick Giovannetti
Nick Van Amburg
Nijiko Walker
Patrick Conroy
Paul Martin
Paul Nicholls
Paul Yeates
Pete Shima

Peter Field
PJ Sim
R. Scott Wells
Darlan Monterisi
Richard Barnes
Richard Cole
Rita Liberator
Rob Gross
Rodney Walker
Rowan Hajaj
Sean Hollenbach
Sean Mackenzie
Sean Mountain
Siobhan Boes
Stanton Sarjeant
Steve Hahnel
Steve Knezevich
Tanya Holland
Zachary Gershman

Publishing Support

Special Branch
zakHill Group

ROCKSTAR LINCOLN

Quality Assurance Manager

Mark Lloyd

Deputy QA Manager

Tim Bates

Senior QA Supervisors

Charlie Kinloch
Kevin Hobson

QA Supervisors

Matthew Hewitt
Phil Alexander
Lee Johnson
Andy Mason

Senior Lead Testers

Phil Deane
Rob Dunkin
Eddie Gibson
Steve Bell
Steve McGagh
Mike Emery
Jon Ealam

Lead Testers

Carl Young
David Lawrence
Andrew Mountain
Michael Bennett
Pete Broughton
Dan Goddard
Will Riggott

QA Testers

David Sheppard
Andrew Heathershaw
Tim Leigh
Lindsey Bennett
Joby Luckett
Craig Reeve
David Evans
Michael Griffiths
Miko Blackburn
Chris Hyde
Ian McCarthy
Pete Duke
Simon Watson
Jason Trindall
Gemma Harris
David Fahy
Nicholas Sell
Rich Hole
Toby Hughes
Nathan Buchanan
Ben Newman
Matt Lunnon
Jim Cree
James McDonnell

Localization Supervisor

Chris Welsh

Senior Localization Testers

François Fouchet
Paolo Ceccotti
Dominic Garcia
Naomi Long

Localization Testers

Michele Kribel
Dennis J. Reinmueller
Tomas-David Sallarés
Angel Galindo
Martin Schwitznier
Benjamin Giacone
David Hoyte

Domhnall Campbell
Gianpiero Ferraro
Jesús Pérez Rosales
Luca Castiglioni
Michael Aigner

IT Supervisor

Nick McVey

CUTSCENES AND DIALOGUE

Dialogue Written By

Dan Houser
Anthony Litton
Gregory Johnson
Hugh Michaels
John Zurhellen
Lazlow
Michael Unsworth
Sanford Santacroce

Technical Direction

Alex Horton
Mondo Ghulam

Motion Capture Directed By

Rod Edge

Dialogue Directed By

John Zurhellen

Dialogue Edited By

Anthony Litton

CAST

Main Cast Voice and Motion Capture

PLAYER

Matthew Metzger

BOOKE

Martin McCoy

KAROL

Saul Stein

ANNIE

Nikki Snelson

ANDREW

Louis Changchien

HUGO

Gerardo Rodriguez

NIKOLAI

Ivo Velon

LESTER

Village Dumetz

BRIAN

Chris Murray

JIM

Christopher Larkin

TREVOR

Ephraim Benton

JEFF THE MECHANIC

Armando Riesco

LA Street Racers

MARTIN

Andrew Stewart-Jones

PETE

Joey Auzenne

MARCEL

Ezra Knight

HENRY

JD Williams

IAN

Craig "muMs" Grant

ANDRE

Chris Knowings

LATICIA

Nikkole Salter

LEON

Jason Wooten

DAVE

Neko Parham

CHUNG HEE

Rob Yang

RODNEY

Danny Rockett

JOE

Ben Curtis

JULIAN

Will Janowitz

TOSHI

Jun Suenaga

TOMMY

Vaneik Echeverria

FUMIKO

Katie Takahashi

VICTOR

Marcos Palma

OSWALDO

Pain in Da Ass

DORA

Leila Colom

MIGUEL

Mando Alvarado

LA Cops

Ben Herrera

Frank Sillas

Jeffrey Whitcher

John Ricchio

Nassim Ait-Kaci

Shawn Church

Dispatchers

Alexis Tilton
Chris Wells

Pedestrians

Adrien DeTray
Alex Arroyo
Alex Levin
Angus Wong
Anthony Macbain
Ayana Osada
Brandi Chaney-Giles
Bryan Rodriguez
Caleb Oglesby
Cassandra Nguyen
Eugenia Thomas
Francesca Clemens
Grag Lau

Gregory Johnson
Heather Silverman
Jameel Vega
Jay Capozello
Jean-Pierre Moncada
Jennifer O'Reilly
Jessica Mlangolara
Judí Cabrera
Julie Nunez
Keichia Bean
Koji Nonoyama
Lance Williams
Lisa Fairclough

Marc Rodriguez
Marisa Palumbo
Maryam Parwana
Mike Hong
Nanette Mensah
Nick Costa
Nick Van Amburg
Oz Greene
Phil Poli
Rita Liberator
Stanton Sarjeant
Tamarra Carrion
Taryn Myers
Sonia Pérez

Motion Recorded At

Perspective Studios

Motion Capture Sound

Iron Way Films

Facial Animation

Image Metrics

Rehearsal Studio

Dance Manhattan

Casting

Telsey & Company
Donna Deseta Casting

DUB® and the Dub logo are trademarks of Dub Publishing, Inc. • Amoeba and the Amoeba Music mark and logo are trademarks of Amoeba Music, Inc. • Magic Castle trademarks are the exclusive property of Magic Castle, Inc. Permission to use the Magic Castle trademarks granted by Magic Castle, Inc. • Special thanks to Mitzl Shore and The World Famous Comedy Store. • Godiva, the lady on horseback and the gold balloon are registered trademarks. Used with permission. • © 2008 Bang & Olufsen and B&O are registered trademarks. Used with permission. • Bvlgari trademarks and logos have been used with permission. • Permission to use "Click it or Ticket" granted by National Highway Traffic Safety Administration (NHTSA), U.S. Department of Transportation. • Santa Monica Pier sign is a registered trademark of the City of Santa Monica, California. • Holiday Inn is a registered trademark of Six Continents Hotels, Inc. • All names, images, logos identifying Aston Martin are proprietary marks of Aston Martin. These trademarks include, but are not limited to product brand names: Aston Martin, Lagonda; vehicle model names: -DB9, AMV8 Vantage, Vantage; slogans: "Power, Beauty, Soul", and "Car for Life"; logos and emblems. • Trademarks, design patents and copyrights are used with the approval of the owner: AUDI AG. • Chrysler 300C and its trade dress are trademarks of Chrysler LLC and are used under license. © Chrysler LLC 2008 • Dodge is a trademark of DaimlerChrysler Corporation. • Licensed by Ducati Motor Holdings S.p.A. • Ford Oval and nameplates are registered trademarks owned and licensed by Ford Motor Company. • General Motors Trademarks used under license to Rockstar Games, Inc. • Kawasaki Trademarks licensed to Rockstar Games, Inc. • The trademarks, copyrights and design rights in and associated with the following Lamborghini vehicles: Murcielago Roadster, Gallardo Spyder, Miura are used under license from Lamborghini ArtiMarca S.p.A, Italy. • Official Nissan Product, Nissan, Datsun, 350Z, 240SX, Skyline GT-R R34, 280Z and associated symbols, emblems and designs are trademarks of Nissan Motor Co., Ltd. and used under license to Rockstar Games. • PIRELLI and PIRELLI are trademarks of Pirelli & C.S.p.A., P. Zero, P Zero System, Diablo and Dragon are trademarks of Pirelli Tyre S.p.A. • © 2008 Saleen, Inc. All Rights Reserved. Saleen is a registered trademark of Saleen, Inc. S302 Extreme and S7 are also trademarks of Saleen, Inc. No unauthorized use permitted. • Trademarks, design patents and copyrights are used with the permission of the owner Volkswagen AG. • All other marks and trademarks are properties of their respective owners. All rights reserved.

/// THANK YOU TO THE PARTNERS

WHO HAVE PROVIDED THEIR SUPPORT.



OFFICIAL LICENSED PRODUCT
81-19808-61722



Mercedes-Benz



ASTON MARTIN



89-19808-61639



87-19808-61682



American Apparel®



WARRANTY

END USER LICENSE AGREEMENT AND LIMITED SOFTWARE WARRANTY

This limited software warranty and license agreement (this "Agreement") may be periodically updated and the current version will be posted at www.rockstargames.com/eula (the "Website"). Your continued use of the Software after a revised Agreement has been posted constitutes your acceptance of its terms.

THE "SOFTWARE" INCLUDES ALL SOFTWARE INCLUDED WITH THIS AGREEMENT, THE ACCOMPANYING MANUAL(S), PACKAGING, AND OTHER WRITTEN FILES, ELECTRONIC OR ON-LINE MATERIALS OR DOCUMENTATION, AND ANY AND ALL COPIES OF SUCH SOFTWARE AND ITS MATERIALS. THE SOFTWARE IS LICENSED, NOT SOLD, BY OPENING, DOWNLOADING, INSTALLING, COPYING, OR OTHERWISE USING THE SOFTWARE, AND ANY OTHER MATERIALS INCLUDED WITH THE SOFTWARE. YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND TO WAIVE YOUR RIGHTS TO RECEIVE COPIES OF THE SOFTWARE. THE INTERACTIVE FEATURES OF THE SOFTWARE ARE PROVIDED BY A THIRD PARTY. PLEASE READ THE AGREEMENT CAREFULLY. IF YOU DO NOT AGREE TO ALL THE TERMS OF THIS AGREEMENT, YOU ARE NOT PERMITTED TO OPEN, DOWNLOAD, INSTALL, COPY, OR USE THE SOFTWARE.

LICENSE. Subject to this Agreement and its terms and conditions, Licensor hereby grants you a nonexclusive, non-transferable, limited, and revocable right and license to use one copy of the Software for your personal, non-commercial use for gameplay on a single Game Platform (e.g. computer, mobile device, or gaming console) unless otherwise expressly specified in the Software documentation. Your license rights are subject to your compliance with this Agreement. The term of your license under this Agreement shall commence on the date that you install or otherwise use the Software and ends on the earlier date of either your disposal of the Software or the termination of this Agreement (see below).

The Software is licensed, not sold, to you, and you hereby acknowledge that no title or ownership in the Software is being transferred or assigned and this Agreement should not be construed as a sale of any rights in the Software. Licensor retains all right, title, and interest to the Software, including, but not limited to, all copyrights, trademarks, trade secrets, trade names, proprietary rights, patents, titles, computer codes, audiovisual effects, themes, characters, character names, stories, dialog, settings, artwork, sounds effects, musical works, and moral rights. The Software is protected by U.S. copyright and trademark law and applicable laws and treaties throughout the world. The Software may not be copied, reproduced, or distributed in any manner or medium, in whole or in part, without prior written consent from Licensor. Any persons copying, reproducing, or distributing all or any portion of the Software in any manner or medium, will be willfully violating the copyright laws and may be subject to civil and criminal penalties in the U.S. or their local country. Be advised that U.S. copyright violations are subject to statutory penalties of up to \$150,000 per violation. The Software contains certain licensed materials and Licensor may also protect their rights in the event of any violation of this Agreement. All rights not expressly granted under this Agreement are reserved by Licensor and, as applicable, its licensors.

LICENSE CONDITIONS. You agree not to: commercially exploit the Software; distribute, lease, license, sell, rent, convert into convertible currency, or otherwise transfer or assign the Software, or any copies of the Software, including but not limited to Virtual Goods or Virtual Currency (defined below) without the express prior written consent of Licensor or as expressly set forth in this Agreement; make a copy of the Software or any part thereof (other than as set forth herein); make a copy of the Software available on a network for use or download by multiple users; except as otherwise specifically provided by the Software or this Agreement, use or install the Software (or permit others to do so) on a network, for on-line use, or on more than one computer or gaming unit at the same time; copy the Software onto a hard drive or other storage device in order to bypass the requirement to run the Software from the included CD-ROM or DVD-ROM (this prohibition does not apply to copies in whole or in part that may be made by the Software itself during installation in order to run more efficiently); use or copy the Software at a computer gaming center or any other location based site provided that Licensor may offer you a separate license agreement to make the Software available for commercial use; reverse engineer, decompile, disassemble, display, perform, prepare derivative works based on, or otherwise modify the Software, in whole or in part remove or modify any proprietary notices, marks, or labels contained on or within the Software; restrict or inhibit any other user from installing and enjoying the Software; and/or create and/or distribute and/or re-distribute and/or re-use the Software or any part thereof. Any online features of the Software; violate any terms, policies, licenses, or code of conduct for any online features of the Software; or transport, export, or re-export (directly or indirectly) into any country forbidden to receive the Software by any U.S. export laws or regulations or U.S. economic sanctions or otherwise violate any laws or regulations, or the laws of the country in which the Software was obtained, which may be amended from time to time.

ACCESS TO SPECIAL FEATURES AND/OR SERVICES, INCLUDING DIGITAL COPIES. Software download, redemption of a unique serial code, registration of the Software, membership in a third party community or membership in a Licensor service (including acceptance of related terms and policies) may be required to activate the Software, access digital copies of the Software, or access certain un-lockable, downloadable, online, or other special content, services, and/or functions (collectively, "Special Features"). Access to Special Features is limited to a single User Account (as defined below) per serial code and access to Special Features cannot be transferred, sold, leased, licensed, rented, converted into convertible virtual currency, or re-registered by another user unless otherwise expressly specified. The provisions of this paragraph supersede any other term in this Agreement.

TRANSFER OF PRE-RECORDED COPY LICENSE. You may transfer the entire physical copy of pre-recorded Software and accompanying documentation on a permanent basis to another person as long as you retain no copies (including archival or backup copies) of the Software, accompanying documentation, or any portion or component of the Software or accompanying documentation, and the recipient agrees to the terms of this Agreement. Transfer of the pre-recorded copy license may require you to take specific steps, as set forth in the Software documentation. You may not transfer, sell, lease, license, rent, or convert into convertible Virtual Currency or Virtual Goods any Virtual Goods except as expressly set forth in this Agreement or with Licensor's prior written consent. Special Features, including content otherwise unavailable without a single-use serial code, are not transferable to another person under any circumstances, and Special Features may cause functioning if the original installation copy of the Software is deleted or the pre-recorded copy is unavailable to the user. The Software is intended for private use only. **NOTWITHSTANDING THE FOREGOING, YOU MAY NOT TRANSFER ANY PRE-RELEASE COPIES OF THE SOFTWARE.**

TECHNICAL PROTECTIONS. The Software may include measures to control access to the Software, control access to certain features or content, or prevent unauthorized use or otherwise attempt to prevent access to the limited rights and content granted under this Agreement. Such measures may include incorporating license management, product activation, and other security technology in the Software and monitoring usage, including, but not limited to, time, date, access, or other controls, counters, serial numbers, and/or other security devices designed to prevent the unauthorized access, use, and copying of the Software, or any portions or components thereof, including any violations of this Agreement. Licensor reserves the right to monitor and control access to the Software at any time. You may not interfere with such access control measures or attempt to disable or circumvent such security features, and if you do, the Software may not function properly. If the Software permits access to Special Features, only one copy of the Software may access those Special Features at one time. Additional terms and registration may be required to access online services and to download Software updates and patches. Only Software subject to a valid license can be used to access online services, including downloading or transferring to the Software, except as otherwise permitted by applicable law. Licensor may, at its sole discretion, license granted hereunder and access to the Software, including, but not limited to, any related services and products, at any time without notice for any reason whatsoever.

USER CREATED CONTENT. The Software may allow you to create content, including, but not limited to, a gameplay map, scenario, screenshot, car design, item, or video, or any other content, and you agree to the extent that your creation of such content through use of the Software gives rise to any copyright interest, you hereby grant Licensor an exclusive, perpetual, irrevocable, fully transferable, and sub-licensable worldwide right and license to use your contributions in any way and for any purpose in connection with the Software and related goods and services, including, but not limited to, the rights to reproduce, copy, adapt, modify, perform, display, publish, broadcast, transmit, or otherwise communicate to the public by any means now known or unknown and distribute your contributions without any further notice or compensation to you, of any kind for the whole duration of protection granted to intellectual property rights by applicable laws and international conventions. You hereby waive and agree never to assert any moral rights of paternity, publication, reputation, or attribution with respect to Licensor's and other players' use and enjoyment of such assets in connection with the Software and related goods and services under applicable law. This license grant to Licensor, and terms above regarding any applicable moral rights, will survive any termination of this Agreement.

INTERNET CONNECTION. The Software may require an internet connection to access internet-based features, authenticate the Software, or perform other functions.

USER ACCOUNTS. In order to use the Software or a software feature, or for certain features of the Software to operate properly, you may be required to obtain a valid and active user account with an online service, such as a third-party gaming platform or social network account ("Third-Party Account"), or an account with Licensor or a Licensor affiliate, as set forth in the Software documentation. If you do not maintain such accounts, then certain features of the Software may not operate or may cease to function properly, either in whole or in part. The Software may also require you to create a Software-specific user account with Licensor or a Licensor affiliate ("User Account") in order to access the Software and its functionality and features. Your User Account login may be associated with a Third-Party Account. You are responsible for all use and the security of your User Accounts and any Third-Party Accounts that you use to access and use the Software.

VIRTUAL CURRENCY AND VIRTUAL GOODS. If the Software allows you to purchase and/or earn though play a license to use Virtual Currency and Virtual Goods, the following additional terms and conditions apply.

VIRTUAL CURRENCY & VIRTUAL GOODS. The Software may enable users to (i) use fictional virtual currency as a medium of exchange exclusively within the Software ("Virtual Currency" or "VC") and (ii) gain access to (and certain limited rights to use) virtual goods within the Software ("Virtual Goods" or "VG"). Regardless of the terminology used, VC and VG represent a limited license right governed by this Agreement. Subject to the terms of and compliance with this Agreement, Licensor hereby grants you the nonexclusive, non-transferable, non-sub-licensable, limited right and license to use VC and VG within the Software. Licensor reserves the right to modify the program in connection with the Software without notice. Any applicable law, VC and VG obtained by you are licensed to you, and you hereby acknowledge that no title or ownership in or to VC and VG is being transferred or assigned hereunder. This Agreement should not be construed as a sale of any rights in VC and VG.

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

EARNING & PURCHASING VIRTUAL CURRENCY AND VIRTUAL GOODS. You may have the ability to purchase VC or to earn VC from Licensor for the completion of certain activities or accomplishments in the Software. For example, Licensor may provide VC or VG upon the completion of an in-game activity, such as attaining a new level, completing a task, or creating user content. Once obtained, VC and/or VG will be credited to your User Account. You may purchase VC and VG only within the Software, or through a platform, participating third-party online store, application store, or other store authorized by Licensor (all referred to herein as "Software Store"). Purchases and use of in-game items or currency through a Software Store are subject to the Software Store's governing documents, including but not limited to, the Terms of Service and User Agreement. This online service has been sub-licensed to you by the Software Store. Licensor may offer discounts or promotions on the purchase of VC, and such discounts and promotions may be available to you through the Software Store. Licensor reserves the right to limit the amount of virtual purchase of VC from an Application Store, the amount of purchased VC will be credited to your User Account. The Licensor shall establish a maximum amount you may spend to purchase VC per transaction and/or per day, which may vary depending on the associated Software. Licensor, in its sole discretion, may impose additional limits on the amount of VC you may purchase or use, how you may use VC, and the maximum balance of VC that may be credited to your User Account. You are solely responsible for all VC purchases made through your User Account regardless of whether or not authorized by you.

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

USING VIRTUAL CURRENCY AND VIRTUAL GOODS. All purchased in-game Virtual Currency and/or Virtual Goods may be consumed or lost by players in the course of gameplay according to the game's rules applicable to currency and goods, which may vary depending on the associated Software. VC and VG may only be used within the Software, and Licensor, in its sole discretion, may limit use of VC and/or VG to a single game. The authorized uses and purposes of VC and VG may change at any time. Your available VC and/or VG as shown in your User Account will be reduced each time you use VC and 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 VG made through or in connection with the Software. Licensor reserves the right to terminate your User Account if you must not use Licensor's services, including the unauthorized use of any VC and/or VG made through your User Account by submitting a support request at www.rockstargames.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 Licensor has the ability under no circumstances will such purchases be refundable, transferable, or exchangeable. Except as prohibited by applicable law, Licensor will not be liable for the return, refund, regulation, 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

WARRANTY

such activities do so at their own risk and hereby agree to indemnify and hold harmless Licensor, its partners, licensors, affiliates, contractors, officers, directors, employees, and agents from 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, violation 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 interfering 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 on 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 is your 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, in 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; (ii) the sharing of your gameplay data with hardware manufacturers, platform hosts, and Licensor's marketing partners; and (iii) 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.rockstargames.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, and/or other conditions, and intended use, Licensor does not warrant the performance of the Software on any other 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 advice provided by Licensor or any authorized representative shall constitute a warranty. No state or federal jurisdiction does 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 Software has been altered 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, 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.

INDEMNITY. You agree to indemnify, defend, and hold Licensor, its partners, licensors, affiliates, contractors, officers, directors, employees, and agents harmless from 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.

IN NO EVENT WILL LICENSOR BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM POSSESSION, USE, OR MAINTENANCE 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 INTERFERING 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.

IN NO EVENT SHALL LICENSOR'S AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS HEREUNDER BY YOU, REGARDLESS OF THE FORM OF ACTION, EVER EXCEED THE GREATER OF THE FEES PAID BY YOU TO LICENSOR FOR THE PRECEDING TWELVE (12) MONTH PERIOD FOR ANY SINGLE REPAIR TO THE SOFTWARE WHICH IS GREATER THAN:

BECAUSE SOME STATES/COUNTRIES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS AND/OR THE EXCLUSION OF LIABILITY FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, DEATH, OR PERSONAL INJURY RESULTING FROM NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT, THESE LIMITATIONS AND/OR EXCLUSIONS AND ANY EXCLUSION OR LIMITATION OTHERWISE RESULTING FROM THE ABOVE INDEMNITY MAY NOT APPLY TO YOU. THIS WARRANTY SHALL NOT BE APPLICABLE SOLELY TO THE EXTENT THAT ANY SPECIFIC PROVISION OF THIS WARRANTY IS PROHIBITED BY ANY FEDERAL, STATE, OR MUNICIPAL LAW, WHICH CANNOT BE PRE-EMPTED. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

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. ACCORDINGLY, 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 any VC or VG associated with your User Account. If this Agreement terminates as to your User Account, you may delete this Agreement. Licensor may prohibit you from re-registering or re-acquiring the Software. Upon termination of this Agreement, you must destroy or return the physical copies of Software to Licensor, as well as permanently destroy all copies of this Agreement, 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, you must delete all VC and VG associated with your User Account. Licensor may terminate this Agreement immediately, and you must cease all use of the Software. The termination of this Agreement will not affect your 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 (e)(1) and (2) of the Commercial Computer Software Restricted Rights clause 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 irrevocably 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 for and shall pay and shall indemnify and hold harmless Licensor and any and all of its affiliates, officers, directors, and employees against 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), in respect of which you are liable, whether or not you are a resident of the country in which the taxes are levied. Licensor shall provide copies of any and all tax forms and records 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 of 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.

GOVERNING LAW. This Agreement shall be construed (without regard to conflicts or choice of law principles) under the laws of the State of New York, as such law is applied to agreements between New York residents entered into and to be performed within New York, except as governed by federal law. Unless expressly waived by Licensor in writing for the particular instance or to conform to local law, the sole and exclusive jurisdiction and venue for actions related to the subject matter hereof shall be the state and federal courts located in Licensor's principal corporate place of business (New York County, New York, U.S.A.). You and Licensor consent to the jurisdiction of such courts and agree that process may be served in the manner provided herein for giving of notices or otherwise as allowed by New York state or federal law. 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.

TECHNICAL SUPPORT. If you are experiencing technical difficulties, please visit www.rockstargames.com/support for the latest support contact information and answers to frequently-asked questions. We offer support via web, email, phone, and Twitter.

If you have any questions concerning this license, you may contact in writing
TAKE-TWO INTERACTIVE SOFTWARE, INC. 622 BROADWAY, NEW YORK, NY 10012.

© 2006-2008 Rockstar Games, Inc. Rockstar Games, the **R** logo, the Rockstar San Diego **R** logo, Midnight Club, and the Midnight Club Los Angeles logo are trademarks and/or registered trademarks of Take-Two Interactive Software, Inc. "PlayStation," "PLAYSTATION," and "PS" Family logo are registered trademarks of Sony Computer Entertainment Inc. The ratings icon is a trademark of the Entertainment Software Association. All rights reserved. "PLAYSTATION" and "PS" Family logo are trademarks of Sony Computer Entertainment Inc. The Rockstar logo is a trademark of Sony Computer Entertainment Inc. The Rockstar logo is a registered trademark of the Entertainment Software Association. SIXAXIS is a trademark of Sony Computer Entertainment Inc. © 2009 Sony Computer Entertainment Inc. or as set forth in subparagraph (e)(1) and (2) of the Commercial Computer Software Restricted Rights clause at FAR 52.227-19, as applicable.

