

 XBOX 360.

# OWNER'S MANUAL










**! WARNING** Before playing this game, read the Xbox 360® console, Xbox 360 Kinect® Sensor, and accessory manuals for important safety and health information. [www.xbox.com/support](http://www.xbox.com/support).

#### 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.

# CONTENTS

 <b>02</b> GAME CONTROLS	 <b>04</b> REPUTATION	 <b>06</b> HEADS UP DISPLAY	 <b>08</b> GETTING AROUND	 <b>10</b> CAREER MODE	 <b>12</b> SPECIAL RACES + CHALLENGES
 <b>14</b> SPECIAL MOVES	 <b>16</b> RACE EDITOR	 <b>18</b> ONLINE	 <b>21</b> ARCADE MODE	 <b>22</b> CREDITS	 <b>28</b> LICENSE & WARRANTY + TECHNICAL SUPPORT

## /// GET READY FOR THE WORLD OF ILLEGAL 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.

## GAME CONTROLS



<b>LEFT TRIGGER</b>	Brake / Reverse
<b>RIGHT TRIGGER</b>	Accelerator
<b>LEFT BUMPER</b>	Special Abilities / Power Ups
<b>RIGHT BUMPER</b>	Change Camera View
<b>LEFT STICK</b>	Steering
<b>RIGHT STICK</b>	Shift Camera
<b>LEFT STICK BUTTON</b>	Toggles Multiplayer Competitor Info
<b>RIGHT STICK BUTTON</b>	Horn
<b>Y</b> BUTTON	Toggles Light / Sirens on Police Vehicle
<b>B</b> BUTTON + <b>LEFT STICK</b>	Two Wheel Driving / Weight Transfer
<b>B</b> BUTTON + <b>LEFT STICK</b> <b>WHILE AIRBORNE</b>	In-Air Control
<b>A</b> BUTTON	Handbrake
<b>X</b> BUTTON	Nitrous / Slip Stream Turbo
<b>D-PAD UP</b>	HUD Map / Close Sidekick
<b>D-PAD DOWN</b>	Hydraulics
<b>D-PAD RIGHT</b>	Skip To Next Music Track
<b>D-PAD LEFT</b>	Skip To Previous Music Track (Hold to Pause Music)
<b>BACK</b> BUTTON	GPS Map
<b>START</b> BUTTON	Pause / Option Menu

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



**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 coloured icons on your GPS map and these colours 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 **X** 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.
- 3 ARROW** Directs you to the next checkpoint during a race, or to a destination you've selected in Cruise with the GPS Map.
- 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 totalling 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 **Back 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 totalled 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 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 **B** button while moving the **Left Stick** 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.

### 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.

### 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.

### 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



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 manoeuvred through by using 2 Wheel Driving. Holding the **B** button and pushing left or right on the **Left Stick** 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.





# /// 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 **X** 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 plough 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 **LB** 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 **LB** 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 **LB** 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 **LB** button or saved for later use.

# /// OWN THE STREETS

RACE EDITOR



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. Custom races can be shared and raced online with other players.



## RACING TIP 06



### WEIGHT TRANSFER ON BIKES

Holding the **B button** while turning on a motorcycle will cause the rider to shift his weight and lean into the turn.

Holding the **B button** while pulling back on the **Left Stick** will allow the rider to do wheelies. Pushing forward on the **Left Stick** while holding the **B 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.



## GOAL ATTACK

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
- // Achieve all goals in the same race

Completing these challenges will unlock special Xbox 360 achievements.



# /// SO YOU THINK YOU'RE THE BEST?

ONLINE



**JUMP INTO ONLINE MODE TO TEST YOUR SKILLS AGAINST PLAYERS FROM AROUND THE WORLD. ONLINE SESSIONS ARE EASILY ACCESSIBLE THROUGH THE PAUSE MENU.**

## ONLINE CRUISE

Starting an Online Cruise will join you with up to 15 other players in a cruise session. Request a race and you can either join a queued race or just continue to cruise. Alternatively, build your own race with the online race editor and post the race to the queue. Note that your friends with Midnight Club Los Angeles will have to download the free South Central Map Expansion to play online with you.

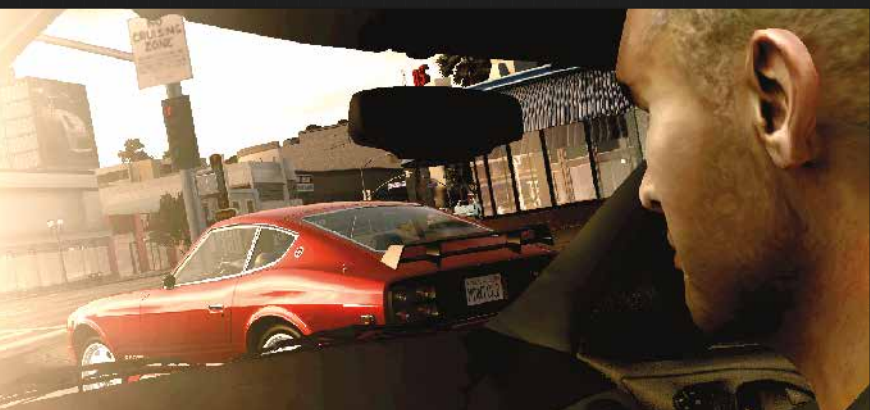
## RANKED AND PLAYER MATCHES

From the online menu choose to join or host a Player or Ranked Match, single events launched from a networking lobby. In Player Matches, the host can customize the game mode/race settings

and restrictions in the lobby. In Ranked Matches, the game modes have a predetermined default set up. Join a game, choose your car, and signal that you're ready for the host to launch the game. After completing a race or battle mode, you will be returned to the lobby where the host can change the settings, the race or game mode, and then launch the game again. In Ranked Matches, the game modes have a predetermined default set up. Join a game, choose your car, and signal that you're ready for the host to launch the game.

## SPECTATOR MODE

Join a session that is already in the middle of a race and spectate while you wait to join the start of the next race.



## RACE TYPES

### FREE FOR ALL CAPTURE THE FLAG

Race to collect a flag and return it to a drop off point while other players try to steal the flag. Once the flag has been dropped off, a new flag spawns and players repeat the process. The player who has met the score limit or has the most captures when time runs out wins.

### BASEWAR CAPTURE THE FLAG

Team-based Capture the Flag where each team has a flag that spawns in their base. The goal is to acquire the other team's flag and bring it back to your team's base. The first team to meet the score limit or have the most captures when time runs out wins.

### SPLITBASE CAPTURE THE FLAG

Team-based Capture the Flag, in which each team has a base and a neutral flag spawns between the teams. The goal is to acquire the neutral flag and bring it to your team's base. The first team to meet the score limit or have the most captures when time runs out wins.

### STOCKPILE

Free-for-all Capture the Flag with a twist. A cluster of flags spawn, with the number of flags one less than the number of players. Return a flag to your base, then steal or acquire another flag that has not been picked up from the cluster. Once all the flags in the cluster have been captured, a new cluster spawns. The player who has met the score limit or has the most captures when time runs out wins. Watch out, one flag in the cluster will be a bomb, and you will not know until you pick it up. Transfer the bomb to another player before time runs out or your score will be docked.



### SPLITBASE STOCKPILE

Team-based Stockpile where each team has a base and a neutral cluster of flags spawns between them. The goal is to acquire the neutral flags and bring them to your team's base. Once all the flags in the cluster have been captured, a new cluster spawns. The team that meets the score requirement first or has the most captures when time runs out wins.

### KEEPAWAY

A single flag spawns, and players must race to acquire it. Only the Player who has the flag acquires Flag Time while they have possession of it. Flee pursuers so they cannot steal the flag to gain Flag Time themselves. The player who has the most Flag Time when the game ends, wins the match.

### UNORDERED RACES

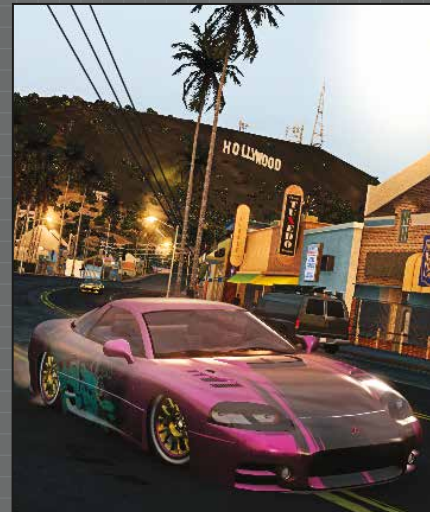
At the beginning of this race, all of the checkpoints and the finish line will be laid out. The order that you cross the checkpoints is entirely up to you. The first racer through all the checkpoints wins.





**IN ARCADE MODE, YOU'LL HAVE THE OPTION TO QUICKLY JUMP INTO YOUR FAVOURITE 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.



# 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 Jamaa  
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  
YehJean 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 Messinger  
Ken Murfitt  
Ben Padgett  
Mark Robinson  
Jeff Roorda  
Kevin Rose  
Ryan Satrappe  
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

Luke Brody  
David Branscom  
Aaron Robuck  
Stephen Russo

### Quality Assurance

Nicole Griffée-Zuniga  
Tyson Hiener  
Gabe Landers  
Pornpiroon Jow  
Malayawetch  
Greg Rice  
Nick Rodney  
Geoff Show  
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  
Corey Ross  
Erika Birse  
Nathan Carlin  
Adam Dickinson  
Wolfgang Engel  
Thomas Johnstone  
Todd LeMoine  
Justin Link  
Alastair MacGregor  
James Miller  
Christopher Perry  
William Pfeif  
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  
Eyetronics  
Digimation  
Meshwerks

### Special Thanks

Ayman Abifaker  
Thomas 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 Whitcher  
Brady Whitehead  
Glen Zechman  
Kristi Zimmerman  
Tony from 310 Motion  
Picture Car Division  
Autosport and Performance

Brian Alcazar  
Jameel Vega  
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

## // ROCKSTAR NYC

### Executive Producer

Sam Houser

### VP of Creative

Dan Houser

### Art Director

Alex Horton

### Visualization Director

Steven Olds

### VP of Product Development

Jerónimo 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

### Publishing Team

Adam Tedman  
Alden Ng  
Alessandra Morra  
Alex Moule-Berteaux  
Alpher Xian  
Amelise Javier  
Andrea Stapleton  
Mike Nathan  
Oswald Greene  
Peter Woloszyn  
Phil Castanheira  
Rich Huie  
Sean Flaherty  
Tamara Carrion

### 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 Celebre  
John Zurhellen  
Jon Young  
Kerry Shaw  
Marisa Palumbo  
Peter Adler  
Phil Poli  
Sanford Santacrose  
Shawn Allen  
Vincent Parker

### Motion Graphics

Maryam Parwana

# CREDITS

## Publishing Team (CONT.)

Hugh Michaels  
Jack Rosa  
James Crocker  
Jean Paul Moncada  
Jeff Mayer  
Jelson Innocent  
Jennifer Kolbe  
Jerry Chen  
Jessica Blank  
Job Stauffer  
John Webb  
Jordan Chew  
Josh Mirman  
Josh Moskovitz  
Jurgen Mol  
Keichia Bean  
Kerry Shaw  
Laura Battistuzzi  
Linda Vezzoli  
Lucien King  
Lyonel Tollemache  
Mark Adamson  
Marz Yamaguchi  
Matt Smith  
Michael Carnevale  
Mike Torok  
Mike Wolfe  
Neil Bechtloff  
Neil Stephen  
Nicholas Patterson  
Nick Giovannetti  
Nick Van Amburg  
Nijiko Walker  
Patricia Pucci  
Patrick Conroy  
Paul Nicholls  
Paul Yeates  
Pei Chen  
Pete Shima  
Peter Field  
Philip Doust  
PJ Sim  
Ramon Stokes  
Ray Smiling  
Richard Barnes  
Richard Cole  
Rita Liberator  
Rob Gross  
Rodney Walker  
Roger Bova  
Rowan Hajaj  
Sean Hollenbach  
Sean Mackenzie  
Shakira Wood  
Siobhan Boes  
Simon Ramsey  
Stanton Sarjeant

Steve Hahnel  
TJ Usher  
Zachary Gershman

## Publishing Support

Special Branch  
Zak Hill

## European

### Publishing Team

Anthony Dodd  
Catriona Findlay  
Cristiana Colombo  
Dave Malcolm  
Josh Mirman  
Diego Tobon  
Emmanuel Tramblais  
Federico Clonero  
Giorgia Meneghesso  
Jochen Färber  
Jochen Till  
John Gordon  
Leigh Harris  
Maikel Van Dijk  
Martin Alway  
Michael Zigon  
Monica Puricelli  
Nguyen Doan  
Onno Bos  
Paris Vidalis  
Paul Hooper  
Raquel Garcia  
Simon Ramsey

## // 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 Emeny  
Jon Ealam

## Lead Testers

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

## QA Testers

David Sheppard  
Andrew Heathershaw  
Tim Leigh  
Lindsey Bennett  
Joby Luckett  
Ross Field  
Craig Reeve  
David Evans  
Michael Griffiths  
Mike 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

## 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

## Localization Testers

Michele Kribel  
Gerardo Rodriguez  
Dennis J. Reinmueller  
Tomás-David Sallarés  
Angel Galindo  
Martin Schwitzner  
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

Neko Parham

## NIKOLAI

Ivo Velon

## LESTER

Village Dumetz

## BRIAN

Chris Murray

## JIN

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 Silas

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  
Ayane Osada  
Brandi Chaney-Giles  
Bryan Rodriguez  
Caleb Oglesby

Cassandra Nguyen  
Eugenia Thomas  
Francesca Clemens  
Greg Lau

Gregory Johnson  
Heather Silverman  
Jameel Vega  
Jay Capozello

Jean-Pierre Moncada  
Jennifer O'Reilly  
Jessica Miangolarra

Judi 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

Tamara Carrion  
Taryn Myers  
Sonia Perez

## 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 Mitzi Shore and The World Famous Comedy Store. • Godiva, the lady on horseback and the gold ballotin are registered trademarks. Used with permission. • © 2008 Bang & Olufsen and B&O are registered trademarks. Used with permission. • Bylgari 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 200 • Dodge is a trademark of Chrysler Group LLC and is used under license by Rockstar Games © Chrysler Group LLC 2009 • 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, 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. (81-19808-61722) • 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.

Visit [rockstargames.com/midnightclubla](http://rockstargames.com/midnightclubla) for in-game music credits.



# /// THANK YOU TO THE PARTNERS

WHO HAVE PROVIDED THEIR SUPPORT.



OFFICIAL  
LICENSED  
PRODUCT  
81-19808-61722



ASTON MARTIN



Mercedes-Benz



American Apparel®



99-18908-61639

OFFICIAL  
LICENSED  
PRODUCT



87-19808-61682



# LICENSE & WARRANTY

## LIMITED SOFTWARE WARRANTY AND LICENSE AGREEMENT

This limited software warranty and license agreement (this "Agreement") may be periodically updated and the current version will be posted at [www.rockstargames.com/terms](http://www.rockstargames.com/terms) or on 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 WITH THE UNITED STATES COMPANY TAKE-TWO INTERACTIVE SOFTWARE, INC. ("LICENSOR"), AS WELL AS THE PRIVACY POLICY LOCATED AT [www.rockstargames.com/privacy](http://www.rockstargames.com/privacy) AND TERMS OF SERVICE LOCATED AT [www.rockstargames.com/legal](http://www.rockstargames.com/legal).

PLEASE READ THIS 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 provisions are subject to the provisions of the Berne Convention which contains certain licensed materials and Licensor's licensors 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 any and all copies of 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 same) 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 if the requirement 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 using and enjoying any online features of the Software;
- create or utilize any unauthorized robot, spider, or other program in connection with 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 service and/or membership in a Licensor service (including acceptance of local terms and policies) may be required to activate the Software, access digital copies of the Software, or access certain unlockable, 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 currency any Virtual Currency or 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 cease 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, prevent unauthorized copies, or otherwise attempt to prevent anyone from exceeding the limited rights and licenses 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, 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 use of 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 updates and patches. Except as otherwise prohibited by applicable law, Licensor may limit, suspend, or terminate the 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 of your game play. In exchange for use of the Software, and to the extent that your contributions through use of the Software give 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 whether 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 to assert no 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 have and maintain 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 log-in 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-licensable, limited right and license to use VC and VG obtained by you for your personal non-commercial gameplay exclusively within the Software. Except as otherwise prohibited by applicable law, VC and VG obtained by you are licensed to you, and you hereby acknowledge that no title or ownership in or to VC and VG is being transferred or assigned hereunder. This Agreement should not be construed as a sale of any rights in VC and VG.

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

**EARNING & PURCHASING VIRTUAL CURRENCY 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 "Application Store"). Purchases of in-game items or currency through an Application Store are subject to the Application Store's governing documents, including but not limited to the Terms of Service and User Agreement. This online service has been sublicensed to you by the Software Store. Licensor may offer discounts or promotions on the purchase of VC, and such discounts and promotions may be modified or discontinued by Licensor at any time without notice to you. Upon completing an authorized purchase of VC from an Application Store, the amount of purchased VC will be credited to your User Account. The Licensor shall establish a maximum amount you may spend to purchase VC per transaction and/or per day, which may vary depending on the associated Software. Licensor, in its sole discretion, may impose additional limits on the amount of VC you may purchase or use, how you may use VC, and the maximum balance of VC that may be credited to your User Account. You are solely responsible for all VC purchases made through your User Account regardless of whether or not authorized by you.

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

**USING VIRTUAL CURRENCY AND VIRTUAL GOODS:** All purchased in-game Virtual Currency and/or Virtual Goods may be consumed or lost by players in the course of gameplay according to the game's rules applicable to currency and goods, which may vary depending on the associated Software. VC and VG may only be used within the Software, and Licensor, in its sole discretion, may limit use of VC and/or VG to a single game. The authorized uses and purposes of VC and VG may change at any time. Your available VC and/or VG as shown in your User Account will be reduced each time you use VC and/or VG within the Software. The use of any VC and/or VG constitutes a demand against and withdrawal from your available VC and/or VG in your User Account. You must have sufficient available VC and/or VG in your User Account in order to complete a transaction within the Software. VC and/or VG in your User Account may be reduced without notice upon the occurrence of certain events related to your use of the Software: For example, you may lose VC or VG upon the loss of a game or the death of your character. You are responsible for all uses of VC and/or VG made through your User Account, regardless of whether or not authorized by you. You must notify Licensor immediately upon discovering the unauthorized use of any VC and/or VG made through your User Account by submitting a support request at [www.rockstargames.com/support](http://www.rockstargames.com/support).

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

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

**NO TRANSFERS:** Any transferring, trading, selling, or absolving 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. Users who participate in such activities do so at their own risk and are held harmless and 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, violations of any applicable law or regulation, or any intentional act designed to interfere or

that otherwise has the effect of or may have the effect of intervening in any way with the operation of the Software. If we believe or have any reason to suspect that you have engaged in an Unauthorized Transaction, you further agree that Licensor may, in its sole discretion, restrict your access to your VC or 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 within the Software or through a Software Store. All such transactions are administered by the Software Store, not Licensor. Licensor expressly disclaims any liability for any such transactions, and you agree that your sole remedy regarding all transactions is from or through such Software Store.

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

## INFORMATION COLLECTION & USAGE

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

For the purposes of 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](http://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 of 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 system or does not warrant against interference with your enjoyment of the Software. Licensor warrants 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 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, 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 this Agreement.

**IN NO EVENT WILL LICENSOR 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. IN NO EVENT SHALL LICENSOR'S LIABILITY FOR ALL DAMAGES (EXCEPT AS REQUIRED BY APPLICABLE LAW) EXCEED THE ACTUAL PRICE PAID BY YOU FOR USE OF THE SOFTWARE.**

**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 ANYTHING RELATING TO THE SOFTWARE OR US\$200, WHICHEVER IS GREATER.**

**BECAUSE SOME STATES/COUNTRIES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS AND/OR THE EXCLUSION OR LIMITATION OF LIABILITY FOR 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 EXCEPT 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 all copies of the Software in your possession, custody, or control. Deleting the Software from your Camera, Smartphone, or other mobile device 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 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 is entitled to seek both other specific or permanent injunctive relief, in addition to any other available 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 the 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 the 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.

## 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 contrary 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.

## ADDENDUM TO WARRANTY

Warranty for sales in Australia only

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. The benefits under this warranty are in addition to other rights you may have under this Agreement or at law. If you have incurred any expenses in claiming under this warranty, please provide details of these expenses to the Licensor who will meet any reasonable costs of making a claim.

All claims under the warranty for this product should be made to:

Take-Two Interactive Software Pty Ltd, Suites 12 & 16 Upper Deck, Jones Bay Wharf, 26-32 Pirrama Road, Pyrmont Point, NSW 2009

Tel: 1902 262 606

Email: [rockstasupport@8-bit.com.au](mailto:rockstasupport@8-bit.com.au)

IF YOU HAVE ANY QUESTIONS CONCERNING THIS AGREEMENT, YOU MAY CONTACT US IN WRITING AT: TAKE-TWO INTERACTIVE SOFTWARE, INC., 622 BROADWAY, NEW YORK, NY 10012.

## TECHNICAL SUPPORT

If you are experiencing technical difficulties, please visit [www.rockstargames.com/support](http://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.





