WARNING: PHOTOSENSITIVITY/EPILEPSY/SEIZURES

READ BEFORE USING YOUR PLAYSTATION®2 COMPUTER ENTERTAINMENT SYSTEM.
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
- altered vision
- eye or muscle twitches
- loss of awareness
- disorientation
- seizures
- any involuntary movement 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 2 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.

WARNING TO OWNERS OF PROJECTION TELEVISIONS:
Do not connect your PlayStation 2 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 2 FORMAT DISC:
- This disc is intended for use only with PlayStation 2 consoles with the NTSC U/C designation.
- 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 compact 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.
# Table of Contents

- Getting Started ........................................... 2
- Starting Up ............................................. 3
- Story ....................................................... 4
- Standard Controls ...................................... 4
- Advanced Controls ................................... 5
- HUD ......................................................... 7
- Saving and Loading .................................... 7
- Gameplay Tips and Strategy ......................... 8
- Credits ....................................................... 9
- Customer Support ...................................... 16
- Software License Agreement ....................... 17
Set up your PlayStation®2 computer entertainment system according to the instructions supplied with your system. Check that the system is turned on (the on/standby indicator is green). Insert the TRANSFORMERS:™ THE GAME disc in the system with the label side facing up. Attach game controllers and other peripherals as appropriate. Follow the on-screen instructions and refer to this manual for information on using the software.

**Memory Card (8MB)(for PlayStation®2)**

To save game settings and progress, insert a memory card (8MB)(for PlayStation®2) into MEMORY CARD slot 1 of your PlayStation®2 system. You can load saved game data from the same memory card or any memory card (8MB)(for PlayStation®2) containing previously saved games.
STARTING UP

DUALSHOCK®2 ANALOG CONTROLLER CONFIGURATIONS

![DUALSHOCK®2 Controller Diagram]

To select menu options, use the ↑ and ↓ directional buttons to navigate. Highlight the desired option and press the X button to accept. To select a menu option, follow the on-screen button prompts and press the X button to accept and the Δ button to go back. TRANSFORMERS™ THE GAME supports the DUALSHOCK®2 analog controller. When Analog mode is on, the left analog stick works the same as the directional buttons.
STORY

Long ago, on the distant planet Cybertron, a race of autonomous robotic life forms waged civil war without end. Two factions rose and fought for an artifact of unspeakable power, which gave life to their race: the AllSpark.

The AUTOBOTS, sworn to protect the AllSpark, battled heroically against the treacherous DECEPTICONS, who desired the AllSpark’s power only for evil. Their war raged on, and in a final act of self-sacrifice the AUTOBOTS jettisoned the AllSpark into the depths of space, where it would remain hidden for countless years on a remote planet called Earth.

Now, the forces of good and evil gather again to continue their battle for the AllSpark, and the war that began on Cybertron will be finished on Earth.

Their war. Our world. Your Choice.

STANDARD CONTROLS

ROBOT FORM / VEHICLE FORM

<table>
<thead>
<tr>
<th>Button</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>△ button</td>
<td>Convert to Vehicle / Robot Form</td>
</tr>
<tr>
<td>□ button</td>
<td>Melee / Brake / Reverse</td>
</tr>
<tr>
<td>× button</td>
<td>Jump / Accelerate</td>
</tr>
<tr>
<td>○ button</td>
<td>Pick Up</td>
</tr>
<tr>
<td>left analog stick</td>
<td>Movement / Steer</td>
</tr>
<tr>
<td>right analog stick</td>
<td>Rotate Camera</td>
</tr>
<tr>
<td>↓ on the directional buttons</td>
<td>Rear View</td>
</tr>
<tr>
<td>R2</td>
<td>Heavy Weapon</td>
</tr>
<tr>
<td>L2</td>
<td>Block / Handbrake</td>
</tr>
<tr>
<td>R1</td>
<td>Light Weapon</td>
</tr>
<tr>
<td>L1</td>
<td>Target Lock On / Nitro</td>
</tr>
<tr>
<td>START</td>
<td>Pause</td>
</tr>
<tr>
<td>SELECT</td>
<td>Information Screen</td>
</tr>
</tbody>
</table>
## ADVANCED CONTROLS
### BLACKOUT (ROBOT FORM / VEHICLE FORM)

<table>
<thead>
<tr>
<th>Button/Control</th>
<th>Function</th>
</tr>
</thead>
<tbody>
<tr>
<td>▲ button</td>
<td>Convert to Vehicle / Robot Form</td>
</tr>
<tr>
<td>□ button</td>
<td>Melee</td>
</tr>
<tr>
<td>▼ button</td>
<td>Jump / Nitro</td>
</tr>
<tr>
<td>○ button</td>
<td>Pick Up</td>
</tr>
<tr>
<td>Left analog stick</td>
<td>Movement / Steer</td>
</tr>
<tr>
<td>Right analog stick</td>
<td>Climb / Dive</td>
</tr>
<tr>
<td>R2</td>
<td>Heavy Weapon</td>
</tr>
<tr>
<td>L2</td>
<td>Block</td>
</tr>
<tr>
<td>R1</td>
<td>Light Weapon</td>
</tr>
<tr>
<td>L1</td>
<td>Target Lock On</td>
</tr>
<tr>
<td>START</td>
<td>Pause</td>
</tr>
<tr>
<td>SELECT</td>
<td>Information Screen</td>
</tr>
</tbody>
</table>
### Starscream & Megatron

**Robot Form / Jet Form**

<table>
<thead>
<tr>
<th>Button/Stick</th>
<th>Function</th>
</tr>
</thead>
<tbody>
<tr>
<td>▲ button</td>
<td>Convert to Jet / Robot Form</td>
</tr>
<tr>
<td>◼ button</td>
<td>Melee</td>
</tr>
<tr>
<td>◼ button</td>
<td>Jump / Nitro</td>
</tr>
<tr>
<td>◼ button</td>
<td>Pick Up</td>
</tr>
<tr>
<td>left analog stick</td>
<td>Movement / Steer</td>
</tr>
<tr>
<td>right analog stick</td>
<td>Climb / Dive</td>
</tr>
<tr>
<td>R2</td>
<td>Heavy Weapon</td>
</tr>
<tr>
<td>L2</td>
<td>Block</td>
</tr>
<tr>
<td>R1</td>
<td>Light Weapon</td>
</tr>
<tr>
<td>L1</td>
<td>Target Lock On</td>
</tr>
<tr>
<td>Start</td>
<td>Pause</td>
</tr>
<tr>
<td>Select</td>
<td>Information Screen</td>
</tr>
</tbody>
</table>

### Scorponok

<table>
<thead>
<tr>
<th>Button/Stick</th>
<th>Function</th>
</tr>
</thead>
<tbody>
<tr>
<td>▲ button</td>
<td>Dive Underground</td>
</tr>
<tr>
<td>◼ button</td>
<td>Melee</td>
</tr>
<tr>
<td>left analog stick</td>
<td>Movement</td>
</tr>
<tr>
<td>right analog stick</td>
<td>Rotate Camera</td>
</tr>
<tr>
<td>R2</td>
<td>Heavy Weapon</td>
</tr>
<tr>
<td>R1</td>
<td>Light Weapon</td>
</tr>
<tr>
<td>L1</td>
<td>Target Lock On</td>
</tr>
<tr>
<td>Start</td>
<td>Pause</td>
</tr>
<tr>
<td>Select</td>
<td>Information Screen</td>
</tr>
</tbody>
</table>
**HUD**

**Life-force Meter** — Displays your remaining life-force. When the meter is completely depleted you will be defeated.

**Weapon Energy** — Your weapons have unlimited energy, however, after prolonged firing, they will need time to cool off. When the Weapon Energy bars are depleted, you will need to wait for them to recharge. When in Vehicle mode, your nitro will also be shown here, if available.

**Targeting Reticule** — This shows where your shots will be aimed. When locked onto an enemy, this will also show the enemies’ remaining health.

**Radar** — This shows your current location. Mission objectives and challenge markers will be shown here.

**SAVING AND LOADING**

To save a game you’ll need at least 73 KB of free space available.
GAMEPLAY TIPS AND STRATEGY

Roll — Double-tap the left analog stick in a direction to roll and get out of trouble quickly in combat.

Ground Attack — Press the □ button after jumping to perform a powerful ground smash that will knock back nearby enemies, useful when you need to attack a group.

Convert to Robot Form / Vehicle Form — Different situations call for different tactics. Sometimes it is best to be in Robot mode and sometimes your Vehicle mode will give better results. Try switching regularly between the two when in tricky situations.

Regaining Life-force — Picking up life-force sparks will allow you to stay in the battle longer. Try defeating enemies and smashing buildings to find more health pickups.

Climb Buildings — Press the × button to jump and grab onto the side of a building, and use the left analog stick to climb on the building. Climb to the top to vault onto the roof and gain a height advantage over your enemies.

Melee Weapons — Some objects in the game can be used as a melee club when picked up. Press the □ button to swing an object. Experiment with different objects in the game world as some may have unexpected results!

Nitro — Some TRANSFORMERS have the ability to use a Nitro boost when in their Car mode by pressing the L2 button. This gives a powerful speed boost that can be useful. However, be wary as you may find it harder to keep control at such high speeds. The amount of Nitro you have remaining is shown on the Nitro bar on the HUD, and will replenish over time when you are not using it.

Challenge Yourself — Around the game world you will find various challenge markers. Start collecting to open up new challenges, such as timed races or survival tests. Are you up to the challenge?

Blocking — Blocking can help prevent damage when under heavy attack. Press the L2 button to block enemies’ attacks. Beware though, some enemies will also block your attacks. Try different attacks to see if you can break through their defense.

Skills — Performing certain actions in game such as long slides or jumps will start a Skill Tracker Chain. If you manage to light up all the TRANSFORMERS Symbols in the Skill Tracker then you will unlock new and exciting extras. Experiment by trying different things and try to unlock all the skills in each level.
CREDITS

TRAVELLER’S TALES

Director
Jon Burton

Producer
Andrew Burrows

Lead Designer
Jon Burton

Lead Programmer
Stephen Harding

Lead Artist
Leon Warren

Lead Animator
Jeremy Pardon

Head of Production
Paul Flanagan

Head of Technology
Dave Dootson

Design
Andrew Burrows
Jon Burton
James McLoughlin

Game Programming
Adam Clixby
Dave Dootson
Stephen Harding
Peter Opdam
Gareth Richards
Duncan Walker
Antony White

Level Artwork
Tamás Bakó
Dave Burton
Robert Dickerson
Ian Hall
David Llewelyn

Jonathan Shaller
Owen Shepherd
Mike Snowden
Leon Warren
Elliot Whittaker
David Wollen

Character Artwork
Guy Avery
Andrew Ingram
Stuart Niblock

Animation
David Brown
Mark Brown
Mark Crane
Andrew Dolan
Phil Gray
Richard Greene
Simon James
Duncan Kinnaird
Matthew Maggs
Jeremy Pardon
Nicholas Stevens
James Stuart
John Willmann

2D Artwork
Duncan Phillpotts

Storyboard Artist
Colm Duggan

Music and Sound Effects
David Whittaker — Lead Audio Engineer
Adam Hay

Engine Technology
Alistair Crowe — Lead Render Tech
Roland Hougs — Lead Tools Development
Dave Connell — Lead Console Porting

Jon Arden
Ali Brown
Julien Champagne
Kay Chang
Steven Craft
Simon Hickey
Paul Hunter
Alan Murta
Vassilis Pouloupoulos
Rhys Twelves

Game Technology
Steve Monks — Lead Game Tech
Richard Taylor — Lead Game Tech
Simon Brown
Ralph Ferneyhough
Chris Halliday — Physics Engine

Additional Programming
Mark Bidewell
Nick Jablonowski

Additional Art
Nicola Daly
Paul Dobson
Alan Dooley
Dimitri Krokidis
Paul McCormack
Charles McNair
Solomon Temowo
Barry Thompson
Kenny Wood

Quality Assurance
Jonathan Mayer

Special Thanks To
Sam, Ben and Helen Burton
Michelle, Kyle & Jack, Laura, Ryan and Kiera
Francesca Charlesworth & Jenny Sanders
Senior Manager, Technical Requirements Group
Chris Wilson

Director, QA Functionality
Marilena Rixford

Director, Technical Requirements Group
James Galloway

QA TEST TEAM
Floor Leads
Pedro Aguilar
Victor Durling
Daniel Fehskens
Brian Keppler
Elias Jimenez
Jason Livergood

TRG Floor Leads
David Wilkinson
Eric Stanzione
Jared Baca
Jon Shelmtire
Menas Kapitasas
Scott Soltero
Teak Holley
Tomo Shikami
Zac Blitz

Testers
Adam Raun
Adrienne Arrasmith
Alex Goldstein
Brian Cutts
Brian Post
Chidi Olunkwa
Chris Coddington
Daniel Alfaro
Donnie Moore
Dov Carson
Enrique Roldan
Enrique Sanchez
Grant Asay
Grayson Suorez
Helen Fullilove
Isreal Rios
Jabarri Mwinyi
Jamar Graham
John Caminiti
Jon Kittaka
Jonathan Butcher
Justin Walker
Neil Calhoun
Nick Lozano
Oliver Lopez
Oscar Arias
Ozzie Mejia
Patrick Duhaney
Peter Romero
Phyrun Deab
Prommet Srinara
Randi Pardo
Rich Harvey
Rodney Foster
Rudy Gil
Ryan Crawford
Santiago Salvador
Steven Mitchell
Timothy McAuliffe
Tony Shore
Zachary Mann
Elias Jimenez
Israel Barco
Jason Livergood
Jay Menconi
Rodrigo Magana
Shiloe Swisher
Steve Peñate
Alex Hirsch
Benjamin Abel
Brian Bensi
Brian Marvin
Christian Haile
Colin Kawakami
Eddie Araujo
Edgar Sunga
James Rose
Jeff Kayama
Joe Pardo
Justin Gogue
Keith Kodama
Kenny Treantafilos
Kirt Sanchez
Lucas Goodman
Mark Ruzicka
Martin Quinn
Pisoth Chham
Rhonda Ramirez
Robert Riter
Ryan McCullough
Scott Borakove

Customer Support Managers
Gary Bolduc — Phone Support
Michael Hill — E-mail Support

SPECIAL THANKS
Mike Griffith, Robin Kaminsky
Brian Ward, Steve Pearce
Laird M. Malamed
Richard Blenkinsop
Will Kassay, Matt Wilkinson
Jean-Marc Morel, Carl Schnee
Ray Kowalewski and Sasha Gross

HASBRO
COO
Brian Goldner

Director
Michael Verrecchia

Vice President
Samantha Lomow

Senior Product Designer
Aaron Archer

Product Design Manager
Jared Wade

Marketing
Erin Hillman
Mandy Au
Chris Browne
Liz Hauser

VFX
Craig Nisbet
Wes Chilton

IT Manager
Scott Correll

IT Support
Joey Wray
Dennis McGrath

Scratch Audio Engineer
Frank Salazar

VP Finance
Steven Miller

Insight Production Manager
Ross Moshell

CINEMATIC MOVIE MIXING

Supervising Designer/Mixer
Scott Martin Gershin

Additional Mixing & Prep
Chad Bedell

Voiceover Business Manager
William “Chip” Beaman

Voiceover Coordinator
Erica Mehallo

Voiceover Recording Engineers
Justin Langley
Brian Showalter
Andy Welker

Voiceover Editorial
Bryan Celano
Chad Bedell
Bob Rankin
Dutch Hill
Levon Luois
Mark Camperell
Peter Zinda
Clint Richardson
Brad Beaumont
Justin Langley
Shannon Potter
Patrick Ginn
Charlie Gondak
Dante Fazio
Candice Baldwin

VOICE ACTORS

Autobots
Optimus Prime — Peter Cullen
Ironhide — Mark Ryan
Jazz — Andrew Kishino
Ratchet — Fred Tatasciore
Drones — Seth Bleiler
Eric Pasqua — Fred Tatasciore

Decepticons
Megatron — Frank Welker
Barricade — Keith David
Starscream — Daniel Ross
Blackout — Noah Nelson
Brawl — David Sobolov
Bonecrusher — Daniel Riorand
Drones — Noah Nelson
Daniel Riorand
Keith Szarabajka

Humans
Sam Witwicky — Shia LaBeouf
Mikaela — Megan Fox

Additional Voices
Seth Bleiler, Tom Kikot
Andrew Kishino
Eric Pasqua, Yuri Lowenthal
Noah Nelson, David Sobolov
Keith Szarabajka
Kari Wahlgren

Walla
Steve Apostolina
Ranjan Brow
David Cowgill
Jackie Gonneau
Don Fullilove
Jacqueline Pinol
Jessica Pennington

SOUNDELUX DESIGN

MUSIC GROUP

Voiceover Recording and
Sound Design/Editorial by
Sounodelux Design Music Group

Supervising Sound Designer
Scott Martin Gershin

Project Manager
Shannon Potter

Sound Design
Brad Beaumont
Clint Richardson
Peter Zinda
Steve Robinson
Chad Bedell
Mark Camperell
Glynya Grimala
Pepper Sweeney  
Claudette Wells  
W.K. Stratton  

**BLUR STUDIO**  
**CG Supervisors**  
Dave Wilson  
Iain Morton  

**Animation Supervisor**  
Leo Santos  

**Creative Director**  
Tim Miller  

**Producer**  
Mandy Sim  

**Executive Producer**  
Al Shier  

**FX Supervisor**  
Kirby Miller  

**Layout**  
David Nibbellin  
Derron Ross  

**Modeling**  
Shaun Absher  
Heikki Anttila  
Corey Butler  
Marek Denko  
Kris Kaufman  
Barrett Meeker  
Brandon Riza  
Daniel Trbovic  

**Rigging**  
Steve Guevara  
Bryan Hillestad  
Mattias Jervill  
Malcolm Thomas-Gustave  

**Transformation Rigging and Animation**  
Heikki Anttila  
Remi McGill  

**Animation**  
Jean-Dominique Fievet  
Jeff Fowler  
Brent Homman  
Marlon Nowe  
Derron Ross  
Peter Starostin  
Adam Swaab  
Gus Wartenberg  
Brian Whitmire  

**Lighting and Compositing**  
Heikki Anttila  
Corey Butler  
Kris Kaufman  
Barrett Meeker  

**FX**  
Seung Jae Lee  
Gus Wartenburg  
Attila Zalanyi  

**Mocap**  
Chris Bedrosian  

**Mocap Prep and Clean-up**  
Ryan Girard  
Jeff Weisend  

**Character Technical Supervisor**  
Jon Jordan  

**Character Modeling**  
QC Supervisor  
Ian Joyner  

**Concept Design**  
Hugo Martin  
Sean McNally  
Chuck Wojtkiewicz  

**Matte Painter**  
Hugo Martin  

**Title Animation**  
Adam Swaab  

**Production Assistant**  
Amanda Powell  

**Tools and Scripts**  
Diego Garcia  
Eric Hulser  
Remi McGill  

**Programming and Systems Administration**  
Duane Powell  
Paul Huang  
Matt Newell  
Abe Shelton
CUSTOMER SUPPORT

Note: Please do not contact Customer Support for hints/codes/cheats; only technical issues.

Internet: http://www.activision.com/support

Our support section of the Web has the most up-to-date information available. We update the support pages daily, so please check here first for solutions. If you cannot find an answer to your issue, you can submit a question/incident to us using the online support form. A response may take anywhere from 24–72 hours depending on the volume of messages we receive and the nature of your problem.

Note: Internet support is handled in English only.
Note: The multiplayer components of Activision games are handled only through Internet support.

Phone: (310) 255-2050

You can call our 24-hour voice-mail system for answers to our most frequently asked questions at the above number. Contact a Customer Support representative at the same number between the hours of 9:00 a.m. and 5:00 p.m. (Pacific Time), Monday through Friday, except holidays.

Please do not send any game returns directly to Activision without first contacting Customer Support. It is our policy that game returns/refunds must be dealt with by the retailer or online site where you purchased the product. Please see the Limited Warranty contained within our Software License Agreement for warranty replacements.

Register your product online at http://register.activision.com so we can enter you in our monthly drawing for a fabulous Activision prize.

To view a full length manual, including credits, visit www.activision.com/en_US/manuals/
SOFTWARE LICENSE AGREEMENT

USE OF THIS PROGRAM IS SUBJECT TO THE SOFTWARE LICENSE TERMS SET FORTH BELOW. "PROGRAM" INCLUDES THE SOFTWARE INCLUDED WITH THIS AGREEMENT, THE ASSOCIATED MEDIA, ANY PRINTED MATERIALS, AND ANY ON-LINE OR ELECTRONIC DOCUMENTATION, AND ANY AND ALL COPIES AND DERIVATIVE WORKS OF SUCH SOFTWARE AND MATERIALS. BY OPENING THIS PACKAGE, AND/OR USING THE PROGRAM, YOU ACCEPT THE TERMS OF THIS LICENSE WITH ACTIVISION, INC. ("ACTIVISION").

LIMITED USE LICENSE. Activision grants you the non-exclusive, non-transferable, limited right and license to use one copy of this Program solely and exclusively for your personal use. All rights not specifically granted under this Agreement are reserved by Activision. This Program is licensed, not sold. Your license confers no title or ownership in this Program and should not be construed as a sale of any rights in this Program.

OWNERSHIP. All title, ownership rights and intellectual property rights in and to this Program and any and all copies thereof (including but not limited to any titles, computer code, themes, objects, characters, character names, stories, dialog, catch phrases, locations, concepts, artwork, animation, sounds, musical compositions, audio-visual effects, methods of operation, moral rights, and any related documentation, incorporated into this Program) are owned by Activision or its licensors. This Program is protected by the copyright laws of the United States, international copyright treaties and conventions and other laws. This Program contains certain licensed materials and Activision's licensors may protect their rights in the event of any violation of this Agreement.

YOU SHALL NOT:
• Exploit this Program or any of its parts commercially, including but not limited to use at a cyber cafe, computer gaming center or any other location-based site. Activision may offer a separate Site License Agreement to permit you to make this Program available for commercial use; see the contact information below.
• Sell, rent, lease, license, distribute or otherwise transfer this Program, or any copies of this Program, without the express prior written consent of Activision.
• Reverse engineer, derive source code, modify, decompile, disassemble, or create derivative works of this Program, in whole or in part.
• Remove, disable or circumvent any proprietary notices or labels contained on or within the Program.
• Hack or modify (or attempt to modify or hack) the Program, or create, develop, modify, distribute or use any software programs, in order to gain or allow others to gain an advantage of this Program in an on-line multiplayer game settings including but not limited to local area network or any other network play or on the internet.
• Export or re-export this Program or any copy or adaptation in violation of any applicable laws or regulations.

LIMITED WARRANTY. Activision warrants to the original consumer purchaser of this Program that the recording medium on which the Program is recorded will be free from defects in material and workmanship for 90 days from the date of purchase. If the recording medium is found defective within 90 days of original purchase, Activision agrees to replace, free of charge, any product discovered to be defective within such period upon its receipt of the Product, postage paid, with proof of the date of purchase, as long as the Program is still being manufactured by Activision. In the event that the Program is no longer available, Activision retains the right to substitute a similar program of equal or greater value. This warranty is limited to the recording medium containing the Program as originally provided by Activision 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 WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT, AND NO OTHER REPRESENTATIONS OR CLAIMS OF ANY KIND SHALL BE BINDING ON OR OBLIGATE ACTIVISION.

When returning the Program for warranty replacement please send the original product disks only in protective packaging and include: (1) a photocopy of your dated sales receipt; (2) your name and return address typed or clearly printed; (3) a brief note describing the defect, the problem(s) you are encountered and the system on which you are running the Program; (4) if you are returning the Program after the 90-day warranty period, but within one year after the date of purchase, please include check or money order for $20 U.S. currency per disc replacement. Note: Certified mail recommended. In the U.S. send to: Warranty Replacements, Activision, Inc., P.O. Box 87713, Los Angeles, California 90007.

LIMITATION ON DAMAGES. IN NO EVENT WILL ACTIVISION BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM POSSESSION, USE OR MALFUNCTION OF THE PROGRAM, INCLUDING DAMAGES TO PROPERTY, LOSS OF GOODWILL, COMPUTER FAILURE OR MALFUNCTION AND, TO THE EXTENT PERMITTED BY LAW, DAMAGES FOR PERSONAL INJURIES, EVEN IF ACTIVISION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACTIVISION'S LIABILITY SHALL NOT EXCEED THE ACTUAL PRICE PAID FOR THE LICENSE TO USE THIS PROGRAM. SOME STATES/COUNTRIES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS AND/OR THE EXCLUSION OF LIABILITY OR CONSEQUENTIAL DAMAGES, THE ABOVE LIMITATIONS AND/OR EXCLUSION OR LIMITATION OF LIABILITY MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.

TERMINATION. Without prejudice to any other rights of Activision, this Agreement will terminate automatically if you fail to comply with its terms and conditions. In such event, you must destroy all copies of this Program and all of its component parts.

U.S. GOVERNMENT RESTRICTED RIGHTS. The Program 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 at DFARS 222.227-7013 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 Activision, Inc., 3100 Ocean Park Boulevard, Santa Monica, California 90405.

INJUNCTION. Because Activision would be irreparably damaged if the terms of this Agreement were not specifically enforced, you agree that Activision shall be entitled, without bond, other security or proof of damage, to appropriate equitable remedies with respect to breaches of this Agreement, in addition to such other remedies as Activision may otherwise have under applicable laws.

INDEMNITY. You agree to indemnify, defend and hold Activision, its partners, 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 Product pursuant to the terms of this Agreement.

MISCELLANEOUS. This Agreement represents the complete agreement concerning this license between the parties and supersedes all prior agreements and representations between them. It may be amended only by a writing executed by both parties. 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. This Agreement shall be construed under California law as such law is applied to agreements between California residents entered into and to be performed within California, except as governed by federal law and you consent to the exclusive jurisdiction of the state and federal courts in Los Angeles, California.