CONTENTS

CONTROLS

GAMEPAD CONTROLS

This manual refers to the Microsoft Xbox 360® Controller. Other gamepads can be used. Your controller may have different nomenclature for each button. Refer to your controller's documentation or the Game Controllers section of the Windows Control Panel.

Xbox 360 CONTROLLER	LOGITECH RUMBLE PAD 2	KEYBOARD
L	Left Stick	A / S / D / W
X	Button 1	Numpad 5
A	Button 2	Spacebar
B	Button 3	Numpad 0
Y	Button 4	Numpad . (period)
LT	Button 5	Tab
RT	Button 6	Numpad +
LB	Button 7	Left ⇧Shift
RB	Button 8	Numpad ←Enter
START	Button 10	Esc
BACK	Button 9	Pg Up
D-Pad	D-Pad	⇧ / ⇦ / ⇨ / ⇩
R	Right Stick	Numpad 2 / 4 / 6 / 8

GAMEPAD	KEYBOARD	BASIC OFFENSE	BASIC DEFENSE
L	A / S / D / W	Move Player	Move Player
R	Numpad 2 / 4 / 6 / 8	Shot Stick	Hands Up / Deny Ball
L + LT + RT	A / S / D / W + Tab + Numpad +	N/A	Cutoff
R + RT	Numpad 2 / 4 / 6 / 8 + Numpad +	N/A	Intentional / Hard Foul
R	N/A	N/A	Wrap Foul
LT	Tab	Dribble / Shot Modifier	Intense D
RT	Numpad +	Sprint	Sprint
LB	Left ⇧Shift	Positional Plays / Pick Control	Double Team
RB	Numpad ←Enter	Icon Pass	Icon Swap
A	Spacebar	Pass / Touch Pass (press prior to catch)	Player Swap (closest to ball)
B	Numpad 0	Fake Pass	Take Charge
B + LT	Numpad 0 + Tab	Alley-Oop	N/A
X	Numpad 5	Pump Fake (tap) / Shoot (press)	Steal
Y	Numpad .	Post-Up on / off	Block / Rebound
D-Pad ⇧	⇧	Change Camera	Change Camera
D-Pad ⇨	⇨	OTFC Quick Plays	OTFC Defensive Sets
D-Pad ⇦	⇦	OTFC Offense Strategy	OTFC Defense Strategy
D-Pad ⇩	⇩	OTFC Substitutions	OTFC Substitutions
BACK	Pg Up	Timeout	Intentional Foul
START	Esc	Pause	Pause

ADVANCED OFFENSE

Positional Playcall
Tap `LB` or Left `⇧Shift`, tap desired teammate's player icon, choose play from menu

Send Teammate on Cut
Tap `LB` or Left `⇧Shift`, tap desired teammate's player icon, move him in direction of cut with 🅡 or Numpad `2`/`4`/`6`/`8`

Pick Control
Hold and release `LB` or Left `⇧Shift` to call for Pick & Roll; press again to have screener slip, or hold until screener gets set for a Pick & Pop

Icon Pick Control
Tap `LB` or Left `⇧Shift`, hold player icon of desired screener; release early for Pick & Roll, or hold longer for Pick & Pop

Alley-Oop
`LT` + 🅑 or `Tab` + Numpad `0`

Off-Glass Alley-Oop
`LT` + 🅑 or `Tab` + Numpad `0`, with trailing teammate

Give & Go
`LT` + 🅐 or `Tab` + `Spacebar`

Putback Dunk or Layup
`RT` + 🅧 or Numpad `+` + Numpad `5`

Pass Stick
Tap and hold `RB`, move 🅡 or Numpad `2`/`4`/`6`/`8` to pass

Total Control Passing
(Total Control Passing must be ON in Controller Settings Menu)
Tap `RB` or Numpad `↵Enter`, hold player icon of desired receiver, move receiver with 🅛 or `A`/`S`/`D`/`W`, release player icon to pass

Offball Player Lock
Tap `LB` or Left `⇧Shift`, press player icon of teammate you want to control, then tap `RB` or Numpad `↵Enter`

SHOT STICK

Jump Shot
Move and hold 🅡 or Numpad `2`/`4`/`6`/`8` to begin shot, release control to shoot

Fadeaway
Move away from basket with 🅛 or `A`/`S`/`D`/`W` + move 🅡 or Numpad `2`/`4`/`6`/`8` while standing

Dribble Pull-Up
From a moving dribble, center 🅛 or use `A`/`S`/`D`/`W` + move in any direction with 🅡 or Numpad `2`/`4`/`6`/`8`

Escape Dribble Pull-Up
From Triple Threat or stand dribble, hold `LT` or `Tab` + move in any direction with 🅡 or Numpad `2`/`4`/`6`/`8`

Spin Jumper
From a moving dribble, rotate in a circular motion with 🅡 or Numpad `2`/`4`/`6`/`8`

SHOT STICK (continued)

Stepback Jumper
While dribbling across basket, move away from basket with 🅡 or Numpad `2`/`4`/`6`/`8`

Sidehop Jumper
While driving toward basket, center 🅛 or use `A`/`S`/`D`/`W`, hold `LT` or `Tab` + move back left / right with 🅡 or Numpad `2`/`4`/`6`

Runner
While dribbling toward basket, hold 🅛 or `A`/`S`/`D`/`W`, hold `LT` or `Tab` + move away from basket with 🅡 or Numpad `2`/`4`/`6`/`8`

Layup Left / Right
While driving, move forward left / right toward basket with 🅡 or Numpad `2`/`4`/`6`

Layup Reverse
While driving along the baseline, move toward baseline with 🅡 or Numpad `2`/`4`/`6`/`8`

Eurostep Layup
While driving, hold `LT` or `Tab` + move toward basket with 🅡 or Numpad `2`/`4`/`6`/`8`

Hopstep Layup
While driving, hold `LT` or `Tab` + move left / right with 🅡 or Numpad `4`/`6`

Spin Layup
While driving, hold `LT` or `Tab` + rotate in a circular motion with 🅡 or Numpad `2`/`4`/`6`/`8`

Normal / Signature Dunk
While dribbling toward basket, hold `RT` or Numpad `+` + move toward basket with 🅡 or Numpad `2`/`4`/`6`/`8`

Reverse Dunk
While dribbling toward basket, hold `RT` or Numpad `+` + move away from basket with 🅡 or Numpad `2`/`4`/`6`/`8`

Spin Dunk
While dribbling toward basket, hold `RT` or Numpad `+` + rotate in a circular motion with 🅡 or Numpad `2`/`4`/`6`/`8`

Mid-Air Change Shot
Start a Dunk or Layup, center player with 🅡 or Numpad `2`/`4`/`6`/`8`, then move in direction of finish with 🅡 or Numpad `2`/`4`/`6`/`8`

Pump Fake
Start a shot or Layup, then immediately move back to center with 🅡 or Numpad `2`/`4`/`6`/`8`

Up & Under / Stepthrough Shot
Perform a Pump Fake, then move with 🅡 or Numpad `2`/`4`/`6`/`8` before Pump Fake finishes

ISOMOTION™

Sizeup	From a stand dribble, hold `LT` or `Tab` + move toward basket with `L` or `A`/`S`/`D`/`W`
Sizeup Cross	From a stand dribble, hold `LT` or `Tab` + move from ball hand to off-hand with `L` or `A`/`S`/`D`/`W`
Sizeup Inside Out	From a stand dribble, hold `LT` or `Tab` + move toward ball hand with `L` or `A`/`S`/`D`/`W`
Sizeup Escape	From a stand dribble, hold `LT` or `Tab` + move away from basket with `L` or `A`/`S`/`D`/`W`
Hesitation	From a stand dribble, tap `LT` or `Tab`
Crossover	Hold `LT` or `Tab` + move toward non-ball hand with `L` or `A`/`S`/`D`/`W`
Double Cross	Hold `LT` or `Tab` + move toward non-ball hand, then back toward ball hand rhythmically with `L` or `A`/`S`/`D`/`W`
In & Out	Hold `LT` or `Tab` + move toward non-ball hand, then immediately back to ball hand with `L` or `A`/`S`/`D`/`W`
Spin	Hold `LT` or `Tab` + rotate in a circular motion with `L` or `A`/`S`/`D`/`W`
Half Spin	From a moving dribble, tap `RT` or Numpad `+`
Behind Back	Rotate in a circular motion from ball hand to opposite hand (going around player's back) with `L` or `A`/`S`/`D`/`W`
Stepback	While driving, press and hold `LT` or `Tab` + move away from player's movement direction with `L` or `A`/`S`/`D`/`W`

PASSING

Alley-Oop	`LT` + `B` or `Tab` + Numpad `0`
Off-Glass Alley-Oop	`LT` + `B` or `Tab` + Numpad `0` with a trailing teammate
Give & Go	`LT` + `A` or `Tab` + `Spacebar`
Rolling Inbound	`LT` + `A` or `Tab` + `Spacebar` during baseline inbounds
Fake Pass	`B` or Numpad `0` while standing
Right Stick Passing	Press and hold Icon Pass Activate control; pass with `R` or Numpad `2`/`4`/`6`/`8`; "Directional" selects receiver in direction of pass; "Zone" passes to general location of court (enable in Controller Settings Menu)

PASSING (continued)

Total Control Passing (Total Control Passing must be ON in Controller Settings Menu)	Tap `RB` or Numpad `←Enter`, hold player icon of desired receiver, move receiver with `L` or `A`/`S`/`D`/`W`, release player icon to pass
Icon Lead Passing	Tap `RB` or Numpad `←Enter`, move `L` or press `A`/`S`/`D`/`W` in direction you want to lead receiver, then press his corresponding action button
Disengage Post Catch	Tap `RB` or Numpad `←Enter`, move `L` or press `A`/`S`/`D`/`W` away from post defender guarding desired receiver, then press action button of desired receiver to disengage him from his post position

ONBALL DEFENSE

Aggressive Block	Hold `RT` + press `Y` or hold Numpad `+` + press Numpad `.`
Steal	Press `X` or Numpad `5`
Hands Up	Move `R` or press Numpad `2`/`4`/`6`/`8` in any direction when near ball handler
Deny Ball	Move `R` or press Numpad `2`/`4`/`6`/ in any direction when near an opponent without the ball
Cutoff Move	Hold `LT` or `Tab` + move `R` or press Numpad `2`/`4`/`6`/`8` in direction you want to hop to
Hard Foul	Hold `RT` or Numpad `+` + move `R` or press Numpad `2`/`4`/`6`/`8` toward shooter
Wrap Foul	`⊕` when near an opponent in a shooting motion
Quick Shuffle Movement	Hold `LT` + `RT` or `Tab` + Numpad `+` to move quickly laterally
Intentional Foul	Hold `RT` or Numpad `+` + move `R` or press Numpad `2`/`4`/`6`/`8` toward ball handler
Double Team	Tap `LB` or Left `⇧Shift` to bring up player icons, press icon of teammate you want to double with; normal press of `LB` or Left `⇧Shift` auto-selects double teamer

TRIPLE THREAT

Jabstep / Stepover	Hold **LT** or **Tab** + toward player's left or right side with **L** or **A** / **D**
Jab & Go / Cross	Perform a Jabstep, then immediately release **LT** or **Tab** + move left / right with **L** or **A** / **D**
Protect Ball	Hold **LT** or **Tab** + move away from basket with **L** or **A** / **S** / **D** / **W**
Protect to Drive	From Protect Ball stance, roll **L** or press **A** / **S** / **D** / **W** toward player's facing direction + quickly release **LT** or **Tab**
Protect Spin Out	From Protect Ball stance, roll **L** or press **A** / **S** / **D** / **W** opposite player's facing direction + quickly release **LT** or **Tab**
Escape from Protect	From Protect Ball stance, hold **L** or press **A** / **S** / **D** / **W** away from basket + release **LT** or **Tab**

POST MOVES

Enter & Leave Post	Press **Y** or Numpad **.**
Post Movement	While posted up, move in any direction with **L** or **A** / **S** / **D** / **W**
Inside Faceup	While holding ball in the post, press **Y** or Numpad **.**
Outside Faceup	While holding ball in the post, move away from basket with **L** or **A** / **S** / **D** / **W** + press **Y** or Numpad **.**
Dribble Disengage	While posted up with an active dribble, move away from basket with **L** or **A** / **S** / **D** / **W** + press **Y** or Numpad **.**
Stepback	While posted up with a live dribble, move away from basket with **L** or **A** / **S** / **D** / **W** + press **RT** or Numpad **+**
Drive to Basket	While posted up with a live dribble, move toward basket with **L** or **A** / **S** / **D** / **W** + press **Y** or Numpad **.**
Aggressive Backdown	While posted up with a live dribble, move toward basket with **L** or **A** / **S** / **D** / **W** + press **RT** or Numpad **+**
Quick Spin	While posted up with a live dribble, move toward baseline with **L** or **A** / **S** / **D** / **W** + press **Y** or Numpad **.**
Drive to Spin	While posted up with a live dribble, move toward baseline with **L** + press **RT** or Numpad **+**

POST MOVES (continued)

Drive to Key	While posted up with a live dribble, move toward key with **L** or **A** / **S** / **D** / **W** + press **Y** or Numpad **.**
Aggressive Drive to Key	While posted up with a live dribble, move toward key with **L** or **A** / **S** / **D** / **W** + press **RT** or Numpad **+**
Drive Fake	While posted up with a live dribble, hold **LT** or **Tab** + move toward key with **L** or **A** / **S** / **D** / **W**
Spin Fake	While posted up with a live dribble, hold **LT** or **Tab** + move toward baseline with **L** or **A** / **S** / **D** / **W**
Shoulder Fake	While posted up with a live dribble, hold **LT** or **Tab** + move toward basket with **L** or **A** / **S** / **D** / **W**
Lean Back	While holding the ball in the post, hold **LT** or **Tab** + move toward basket with **L** or **A** / **S** / **D** / **W**
Create Space	While holding ball in the post, hold **LT** or **Tab** + move away from basket with **L** or **A** / **S** / **D** / **W**
Shimmy Left / Right	While holding ball in the post, quickly move toward player's left or right side, then quickly to opposite side with **R** or Numpad **2** / **4** / **6** / **8**
Double Shimmy Shot Left / Right	While posted up, quickly move to player's left or right, to the opposite side, then back again with **R** or Numpad **2** / **4** / **6** / **8**
Post Hook Left / Right	While posted up close to basket, move + hold **R** left / right or Numpad **4** / **6**
Post Fade Left / Right	While posted up mid to far range, move + hold **R** left / right or Numpad **4** / **6**
Post Hop Shot Left / Right	While posted up with a live dribble, hold **LT** or **Tab** + move away left / right from basket with **R** or Numpad **2** / **4** / **6**
Post Stepback Shot	While posted up with a live dribble, hold **LT** or **Tab** + move away from the basket with **R** or Numpad **2** / **4** / **6** / **8**
Dropstep Layup	While posted up with a live dribble, hold **LT** or **Tab** + move forward left / right toward the basket with **R** or Numpad **4** / **6** / **8**
Dropstep Dunk	While posted up with a live dribble close to basket, hold **LT** or **Tab** + move forward left / right toward basket with **R** or Numpad **4** / **6** / **8** + **RT** or Numpad **+**
Running Hook	After facing up, drive across paint + move in same direction as player's movement with **R** or Numpad **2** / **4** / **6** / **8**

POST MOVES (continued)

Running Fade	After facing up, drive across paint + move away from basket with **R** or Numpad **2** / **4** / **6** / **8**
Running Spin Shot	After facing up, drive across paint + rotate in a circular motion with **R** or Numpad **2** / **4** / **6** / **8**
Running Floater	After facing up, drive across paint + move toward basket with **R** or Numpad **2** / **4** / **6** / **8**

POST PLAY – DEFENSE (ONBALL)

Neutralize Move	While engaged in the post and offensive player executes a move, attempt to neutralize the move by moving into offensive player with **L** or **A** / **S** / **D** / **W**
Post Steals	While engaged in the post or during a post move, press **X** or Numpad **5**
Pull Chair or Flop	While engaged in the post and being aggressively backed down, move away from ball handler with **L** or **A** / **S** / **D** / **W**

OFFBALL – OFFENSE

Call for Ball	**A** or **Spacebar**
Set Screen	Hold **A** or **Spacebar**
Call for Screen	Hold **LB** or Left **Shift**
Offball Cut	Move in direction of desired cut with **R** or Numpad **2** / **4** / **6** / **8**
Post Engage	With player's back to defender, press + hold **LT** or **Tab**
Post Spin Out for Lob	While engaged in the post, release **LT** or **Tab** + move to left or right side of defender with **L** or **A** / **D**
Post Battle for Position	Hold **LT** or **Tab** + move into defender with **L** or **A** / **S** / **D** / **W** to push him out of his current position on court
Counter Deny / Front in Post	While engaged in offball post battle, hold **LT** or **Tab** + navigate around defender to a better position with **R** or Numpad **2** / **4** / **6** / **8**

OFFBALL – DEFENSE

Post Engage	While next to an offensive player, press **LT** or **Tab**
Deny Ball	While next to an offensive player, move toward player with **R** or Numpad **2** / **4** / **6** / **8**
Fight for Position in Post	While engaged in the post, hold **LT** or **Tab** + move into defender with **L** or **A** / **S** / **D** / **W** to push him in desired direction
Deny / Front Post	While engaged in offball post battle, hold **LT** or **Tab** + navigate to a better position around offensive player with **R** or Numpad **2** / **4** / **6** / **8**
Steal Post Entry Pass	While engaged in the post, press **X** or Numpad **5** when ball handler starts to pass into the post

SHOOTING THE BALL

Shot Release Prompt
The Shot Release Prompt flashes at the ball handler's feet to help you release a shot at the perfect moment. Begin the shot by holding **R** or **X**. Complete the shot by releasing the button at the moment the green prompt flashes.

Note: Training Camp can help you with shot timing.

Shot Accuracy Meter
View the Shot Accuracy Meter to judge your player's chances of sinking a shot from his on-court position. The more bars, the better the chance of a field goal. The Shot Accuracy Meter is specific to each ball handler's real-world attributes.

ON THE FLY COACHING (OTFC)

Basketball is a fast-moving game and you need to deploy your strategies in real time. Use directional buttons or ⇧ / ⇦ / ⇨ / ⇩ to bring up the On The Fly Coaching Menu and get your team ready to go.

Quick Games & QG Player Lock

	OFFENSE	DEFENSE
⬆ or ⇧	Change Camera	Change Camera
➡ or ⇨	OTF Quick Plays	OTF Defensive Sets
⬅ or ⇦	OTF Freelance Strategy	OTF Defensive Strategy
⬇ or ⇩	OTF Substitutions	OTF Substitutions
BACK or **Pg Up**	Timeout	Intentional Foul
START or **Esc**	Pause	Pause

Team-Up

	OFFENSE	DEFENSE
↺ or ⇧	OTF Camera Change	OTF Camera Change
❨❩ or ⇨	OTF Quick Plays	N/A
↻ or ⇩	OTF Substitutions	OTF Substitutions
BACK or Pg Up	Timeout	Intentional Foul
START or Esc	Quit / Quick Stats	Quit / Quick Stats

- Point Guards call plays, regardless of Captain status.
- Individuals can only sub in a player for themselves during regular gameplay.
- Only Camera Changes are available to players who are not Point Guards or Captains.

NEW FOR NBA 2K12

- **Total Shot Stick Control**
  Unleash an unprecedented arsenal of new shots using simple and intuitive right stick gestures for ultimate control over every jump shot and mid-air adjustment.

- **New Post Play System**
  - Press **Y** or Numpad ⸬ to enter / leave the post.
  - Execute full 360-degree post player movement.
  - Use the defensive counter system and new offensive moves such as Drives, Stepbacks and Backdowns.
  - Combine moves and queue moves ahead of time.

- **New Play Branching System**
  Offensive plays evolve differently based on defensive reaction. Change offensive targets on the fly to counter the defense.

- **NBA's Greatest**
  Join 15 NBA legends to relive the epic showdowns that helped define each as a superstar. MJ, Bird, Magic Johnson, Kareem Abdul-Jabbar and 11 other NBA greats play classic, historically accurate game re-creations. The players, the teams, the venues—*they're all real*. Even go "way back" to the days before 3-pointers—and play with black and white TV coverage! Unlock these classic teams for Quick Games against modern NBA teams. Those endless "who's the greatest" arguments could be settled once and for all.

- **Enhanced My Player Mode**
  Create and manage your dream basketball player's career: hear Commissioner Stern call your name on draft night, play in the all-new Rookie Showcase, and negotiate contracts while raking in fresh new endorsement deals.

- **The Association: Online**
  Form your own online NBA league with up to 29 other gamers, and make GM decisions from your computer or console. Make trades and schedule games online. Your season progresses in real-time; scheduled games are simulated when you can't be present. Receive regular email updates that keep you connected to your team 24/7/365.

- **2K Shoes: Dynamic Shoe Updates**
  Want to play in Kobe's new shoes on Christmas Day? Or see D-Wade in the Air Jordan 2012 All-Star colorways? Now when the pros wear it on the court, they'll wear it in NBA 2K12, because when new Nike and Jordan brand shoes release in real life, they will also be downloaded to the game!
  - Use NIKEiD to trick out your shoes with custom designs.

- **NBA: Creating a Legend**
  In this high-powered version of My Player, select an established pro and create his future as a superstar *your way* while directing the remaining seasons of his legendary career.

- **NBA 2K Online**
  Create a My2K account for access to NBA 2K Online and a more powerful online experience. The more you interact, the faster you rank up.
  - Find online friends more quickly.
  - Play quick 5-on-5 online games.
  - Using HP Media Zone, post highlight reels to YouTube and Facebook, and tweet about your latest victory.
  - Your ranking is constantly updated on the Home Screen.

- **NBA Training Camp**
  NBA legends from present and past teach the game of basketball by example while providing instant feedback as you practice. Training is organized by specific skill sets.

- **Improved Game Accuracy**
  As the NBA changes, so does NBA 2K12. Game graphic detail is updated dynamically, including player and venue details. Broadcast improvements include quick player displays promoting their upcoming games, and dynamic pre-game highlight reels set to 2K Beats music.

- **2K Beats Soundtrack**
  New soundtrack music includes artists Travis Barker, Busta Rhymes, Lil Jon, Twista, CeeLo, Q-Tip, Freddie Gibbs, Friendly Fires, Chiddy Bang, Hudson Mohawke, Bassnectar, Middle Class Rut, Jamaica, Shinobi Ninja and Cyhi da Prynce.

QUICK GAME

1. **Start the Game**
   On the Title Screen, press ▶ .

2. **Create a Profile the First Time You Play**
   The first time you play the game, you will be prompted to create a profile for tracking game progress, statistics and achievements. Create a name using the virtual keyboard and press ▶ .

3. **Set Up Your Game**
   • On the Home Screen, select Quick Game.
   • Use 🕹 to select Home or Away for the team controlled by your controller.
   • Use LT / RT to select your team.
   • Use LB / RB to select team jerseys.
   • Press ▶ .

MAIN MENU

From the Home Screen, move 🕹 to display the Main Menu.

MAIN MENU OPTIONS

• **Home**
  Select this to close the Main Menu and display the Home Screen.

• **NBA's Greatest**
  15 legendary NBA players, 15 real games that defined each as a superstar. Take the court as any player and experience his hallmark game. Win a game to unlock both of its teams. You can even unlock additional bonus teams. Unlocked teams become available for Quick Games.

  The 15 basketball greats are:

· Bill Russell	Center
· Oscar Robertson	Point Guard
· Wilt Chamberlain	Center
· Julius Erving	Forward
· Larry Bird	Small Forward
· Kareem Abdul-Jabbar	Center
· Isiah Thomas	Small Guard
· Earvin "Magic" Johnson	Point Guard
· Michael Jordan	Shooting Guard / Small Forward
· Jerry West	Guard
· Patrick Ewing	Center
· Hakeem Olajuwon	Center
· Scottie Pippen	Small Forward
· John Stockton	Point Guard
· Karl Malone	Power Forward

• **My Player**
  Create a custom NBA rookie and make him a legendary NBA superstar. Build his skill points by completing game objectives and drills. The player is graded on his talent and teamwork as he rises up through the organization. Start from nothing and reach the pinnacle of NBA greatness.

• **Game Modes**
  Choose your gameplay mode. Game modes are explained below.

• **Online**
  Go online for Quick Match team play or Vs games with friends. Compare Stats and check out Virgin Gaming.

• **Features**
  Enjoy old and new features that expand your **NBA 2K12** experience. Features are listed on page 16.

• **Manage Rosters**
  View or change Rosters, Rotations, Situationals, Tendencies by player and team, and Playbooks. Use Create Player and Create Team to develop custom players. Load, edit or create a new Draft Class.

  To edit players: select a player from Rosters, press Ⓐ, select Edit Player, and then select a player feature to change. Move sliders to change settings.

• **Options**
  Adjust game options settings to customize your gameplay. Options are explained on page 17.

GAME MODES

• **The Association: Online**
  Custom create and run every detail of your own online organization with up to 29 other players.

• **NBA: Creating a Legend**
  This supercharged alternative to creating a Rookie via My Player lets you start out with the NBA pro player of your choice. Your Superstar can increase his already pro-level skill points and attributes by meeting gameplay objectives and drills.

• **The Association**
  Create, customize and run your own NBA Team.

• **Season**
  Play one season.

• **Playoffs**
  Cut to the chase and play it the way you want.

- **NBA Blacktop**
  Get back to the asphalt. The best players in the world never forget where they came from.

- **Training Camp**
  Practice your skills while an NBA mentor shows you just how to do it. Press ⊗ or ⌈Pg Up⌉ to have your mentor demonstrate a move or shot. Training covers Dribble Moves, Shooting, Post Game, Offball Offense, Defense, Passing and Offense.

  · For shooting, a green icon appears on-screen when your shot release was good. A red icon appears when your release was less than optimal. These Icons appear during Training Mode only.

- **Practice**
  Perform freestyle play or drills designed to improve specific game talents.

NBA 2K12 FEATURES

- **2K Shoes**
  · **My Shoes**
    Suit up any player with cool major-label footwear.

  · **NIKEiD**
    Fire up your color style to create a custom shoe that fits existing and created players.

- **HP Media Zone**
  · Create, view and share Reelmaker videos.
  · Use 2K Beats to control in-game music.
  · Use Arena Music Manager.

- **My2K**
  · Create an online My2K profile including a customized player.
  · Stay connected to the **NBA 2K12** network plus other social networking sites including Facebook, Twitter and YouTube.
  · View your 2KRank in real time on the Home Screen.

- **NBA2K.com**
  · View your Online Association standings, stats and leaderboards.
  · See your My Player milestones, and compare personal stats and Hall of Fame progress.
  · Watch highlight videos and interact directly with the **NBA 2K12** development team.

- **2K Insider**
  Get late-breaking news from the 2K Insider Blog and check out the biggest movers.

- **2KShare**
  Share created players, rosters, teams, draft classes and slider settings.

- **VIP Viewer**
  View detailed stats and tendencies including performance by category.

- **Extras**
  Enter Codes and view **NBA 2K12** game credits.

OPTIONS

Access Options from either the Main Menu or the Pause Menu.

- **My NBA Settings**
  • **Gameplay** — Set Game Difficulty and Game Speed.
  • **3D Settings** — Set 3D Type, Adjust 3D Intensity and Depth.
  • **Presentation** — Set Audio Settings, Ball Handler Text, Help and Play Quality Feedback.
  • **Coach Settings** — Turn Coach Mode on / off and adjust settings.
  • **Sliders** — Adjust User and CPU settings.
  • **Coach Profiles** — Adjust coaching priorities.
  • **NBA Rules** — Turn rules on / off or set to default.

- **Language Selection**
  Choose from English, French, German, Italian and Spanish.

- **Load/Save**
  Adjust User Profiles, Settings, Sliders, and Rosters. Turn Autosave and Living Rosters on/off.

- **User Profile**
  Load a saved user profile, set controller options for that profile or create a new profile.

- **Reset Roster**
  Reset your roster to the default lineup.

- **My Controller**
  • Choose from 3 alternates to the default control scheme.
  • Change controller settings.
  • View Advanced Controls.

- **Video Settings**
  Change video settings and benchmark your system's performance.

- **Choose Side** (in-game Pause Menu only)
  Switch sides during a game.

PAUSE MENU

- **Resume**
  Return to gameplay.

- **Performance (My Player and NBA: Creating a Legend only)**
  Check out the current performance of your player, including teammate grade and objectives met.

- **Director's Cut Replay**
  Review the previous play. Edit and create a video of the replay for viewing or sharing in HP Media Zone.

- **Coaching**
  • Call in subs, view player match-up, call for double teams and pressure D, and review playbook.
  • Be a full-time coach: select Options> My NBA> Coach Setting and set Coach Mode to on.

- **Game Stats**
  View Stats, Box Score, Gametrack and Injuries.

- **Options**
  Customize gameplay, rules, presentation settings and controller setup.

- **Quit**
  End current play and return to the Main Menu.

NBA 2K12 GAME CREDITS

VISUAL CONCEPTS ENTERTAINMENT, INC.

Lead Engineer
Andrew Marrinson

Studio Art Directors
Matt Crysdale
Alvin Cardona

Art Director
Lynell Poonee Jinks

ENGINEERING:
AI Engineers
Shawn Lee
Eddie Park
Gordon Read
Mark Horsley
Ivan Myers Jr.
Ben Hester

Engineers
Chris Larson
Matt Hamre
Johnnie Yang
Nick Jones
Mark Robert
Nate Bamberger
Evan Harsha
David Copelovici
Matt Townsend
Matthias Wloka
Harlan Young
Steven Fuller
Tim Schroeder
Paul Hale
Brad Jones
Thomas Anderson
Sang-Won Kim
Kijin Keum
Barry LaVergne
Jordan Sztanyo
Alex O'Konski
Bryan Harris
Bryan Austin
Glen Hempstock
John Brough
David Burchanowski
Doug Hyde
Beom Sik Kim
Evan Young
Brian Townsend

TECH GROUP:
Director of Technology
Tim Walter

Lead Library Engineer
Ivar Olsen

Lead Tools Library Engineer
Jason Dorie

Library Engineers
Boris Kazanskii
Zhe Peng
Brian Ramagli

PRODUCTION:
Executive Producer
Jeff Thomas

Producers
Asif Chaudhri
Erick Boenisch
Felicia Whitehouse
Grant Wilson

Gameplay Producer
Rob Jones

Production & Design
Zach Timmerman
Kyle Lai-Fatt
Jerson Sapida
Mike Wang
Dion Peete
Ocie Henderson
Jay Iwahashi
Jason Souza
Dan Indra
Joe Levesque
Ben Bishop
Abe Navarro
Jonathan Corl

ART TEAM:
Character Lead
Jonathan Gregory

Character Artist
Winnie Hsieh

Environment Lead
John Lee

Environment Artist
Tim Loucks

Outsourcing Manager
Kurt Lai

UI Art Lead
Herman Fok

User Interface
David Lee
Justin Cook
Carrie Dinitz
Chris Darroca
Myra Lim
Quinn Kaneko
Anthony Yau

Rigging
Nathan Frigard

Technical Art
Alex Steinberg
Don Bhatarakamol

Special Thanks
Zhen Tan
Ray Wong

Animation Director "4-Ever"
Roy Tse

Lead Animator
Elias Figueroa

Animators
Paulette Trinh
Wilster Phung
Derrik McGinnis

MOTION CAPTURE:
Supervisor
David Washburn

Coordinator
Steve Park

Specialists
Jose Gutierrez
Gil Espanto
Anthony Tominia

Audio Director
Joel Simmons

Sr. Audio Engineer & Audio Tools
Daniel Gardopee

Sr. Audio Engineers
Todd Gunnerson
Randy Rivas

Script Writers
Tor Unsworth
Rhys Jones

Additional Audio
John Crysdale
Justin Rothaug

Additional Script Writing
Kevin Asseo

BROADCAST TEAM & VOICE TALENT:
Play-by-Play Announcer
Kevin Harlan

Color Analysts
Clark Kellogg
Steve Kerr

Sideline Reporter
Doris Burke

Studio Announcer
Damon Bruce

PA Announcer
Peter Barto

Promo Announcer
Tony Azzolino

Press Conference
Mark Middleton

2K SPORTS THEME MUSIC:
The Contest and *Network Sports Tonight*
Written, Engineered, and Produced by
Bill Kole

The Comeback, *The Rivalry*, and *The Breakdown*
Written by
Joel Simmons
Engineered and Produced by
Bill Kole

2K Themes performed by
CosmoSquad

Arena Organ, Beats, & Music
Casey Cameron

Special Thanks
Tim Anderson
Phil Johnson
Fresno State Bulldog Marching Band

Additional Special Thanks
Greg Ortiz
Aggie Pack
California Aggie Marching Band
Craig Rettmer

Player Chatter
Donell Dshone Johnson Jr.
Sean Lasatar
Shane Meston
Matt Pymm
Nick Powers
Carney Lucas
Michael Distad
Will Dagnino
Michael Turner
Spencer Douglass
Todd Bergmann
Cecil Hendrix
Sean Pacher
Brian Shute
Eric White

Crowd Chatter
Niko Ackerman
Steven Baston
Marcus Boddy
Vincent Byrne Davis
Philip Floyd
Ben Hader
Daryll Jones
Khaleisheia Jones
Jesse Langland
Rolan Jed Negranza
Hana Ohira
Danielle Strickland
Joshua Cervantes
Reinard Coloma
Stephen Bernad
Justin Balague
Joshua Balague
Ryanson S. Aspiras
Nathan Runner
Eric Distad
Francis Sameon
Ken Sameon
Christopher Nichols
Jaymi Valdes
Yusuf Hansia
Jason Arnold
Jordan Carson
Byron Deme
Thomas Brewer
Michael McCoy
Rebecca Friedman
Savon Cleveland
Colety Kaltschmidt
Daniel Stafford
Megan Knapp
Eliott Whitehurst
Dustin Ragozzino
Guido Sontori
Billy Harris
Leslie Peacock
Paulette Trinh

2K PUBLISHING

President
Christoph Hartmann

C.O.O.
David Ismailer

SVP, Sports Development
Greg Thomas

Director of PD Operations
Kate Kellogg

Director of Technology
Jacob Hawley

SVP, Marketing
Sarah Anderson

VP, Sports Marketing
Jason Argent

VP of International Marketing
Matthias Wehner

Director of Marketing
Chris Snyder

Senior Brand Manager
Mark Goodrich

Product Manager
Ryan Hunt

Global Director of Public Relations
Markus Wilding

International Associate PR Manager
Erica Denning

Director of Marketing Production
Jackie Truong

Art Director, Marketing
Lesley Zinn

Web Director
Gabe Abarcar

Web Designer
Keith Echevarria

Jr. Graphic Designer
Christopher Maas

Marketing Production Assistant
Ham Nguyen

Video Production Manager
J. Mateo Baker

Video Editor
Kenny Crosbie

Jr. Video Editor
Michael Howard

Game Capture Specialist
Doug Tyler

Director of Creative Production
Jack Scalici

Senior Manager of Creative Production
Chad Rocco

Manager of Creative Production
Josh Orellana

Consumer Engagement Manager
Ronnie Singh

VP, Business Development
Kris Severson

VP, Sales & Licensing
Steve Glickstein

Strategic Sales and Licensing Director
Paul Crockett

VP, Legal
Peter Welch

Director of Operations
Dorian Rehfield

Licensing/Operations Specialist
Xenia Mul

Director of Analysis & Planning
Phil Shpilberg

Director of Licensing, Strategic Partnerships & In-game Media
Shelby Cox

Associate Manager of Partner Marketing
Dawn Burnell

2K GAMES INTERNATIONAL

General Manager
Neil Ralley

International Marketing Manager
Sian Evans

International PR Manager
Emily Britt

Assistant International PR Manager
Sam Woodward

International PR Executive
Matt Roche

Licensing Director
Claire Roberts

International Digital Marketing Manager
Martin Moore

2K INTERNATIONAL PRODUCT DEVELOPMENT

International Producer
Mark Ward

Localization Manager
Jean-Sébastien Ferey

Assistant Localization Manager
Arsenio Formoso

External Localization Teams
Around the Word
Synthesis International Srl
Synthesis Iberia
Code Entertainment
Entalize

Localisation Tools and Support Provided by
XLOC Inc.

2K QUALITY ASSURANCE

Vice President of Quality Assurance
Alex Plachowski

Quality Assurance Test Manager
David Arnspiger

Quality Assurance Test Manager – Support Teams
Alexis Ladd
Doug Rothman

Project Lead
Jeremy Ford

Lead Tester – Support Teams
Nathan Bell
Scott Sanford
Casey Ferrell

Senior Testers
Shant Boyatzian
Adam Klingensmith
Brian Salazar
Justin Waller
Marc Perret
Ruben Gonzalez

Quality Assurance Team
Shane Coffin
Chris Beltran
Dewayne Wilbert Jr.
Ali Akhavan-Rajabi
Edgar Solis
Ryan Walter
Jordan Rush
Alex Maltsev
Rico Serrano
David Boo
Ramon Villacorta
Justin Jordan
Lee Irvin
Craig Baroody
Dustin Gibbs
Peter Long
Kyle Adamson
Cody Starr
Sergio R. Sanchez

Devon Stewart
Cody Paterso
Cris Maurera
Jason Berlin
Michael Speiler
Stephanie Anderson
Benjamin Sorofman
Jeremy Thompson
Manny Juarez
Chris Adams
Matthew Foley
Erin O'Malley
Luke Williams
Andrew Garrett
Ivan Preciado
Joshua Glover
Robert Newman
Bill Lanker
Mark Vazquez
Luis Nieves
Keith Doran
Nigel Nikitovich
Davis Krieghoff
Andrew Vietri
Noah Ryan-Stout
Colin Campbell
Kevin Skorcz
John Hernande
Chris Henderson
Gabe Woods
Antonio Monteverde-Talarico
Josh Lagerson

Special Thanks
Chris Jones
Todd Ingram
Pedro Villa
Eric Lane
Merja Reed
Daisy Amescua
Rick Shawalker
Lori Durrant

2K INTERNATIONAL QUALITY ASSURANCE

QA Manager
Ghulam Khan

QA Localisation Supervisor
Lena Brenk

Mastering Engineer
Wayne Boyce

Mastering Technician
Alan Vincent

Localisation QA Project Lead
Jose Minana

Localisation QA Leads
Karim Cherif
Luigi Di Domenico
Oscar Pereira

Localisation QA Senior Technicians
Elmar Schubert
Fabrizio Mariani
Florian Genthon
Jose Olivares
Stefan Rossi

Localisation QA Technicians
Giovanni De Caro
Harald Raschen
Javier Vidal
Marcella Franzese
Tirdad Nosrati

Design Team
James Crocker
Tom Baker

2K INTERNATIONAL TEAM

Agnès Rosique
Alex Bickham
Ben Lawrence
Ben Seccombe
Dan Cooke
David Halse
Diana Freitag
Luis De La Camara Burditt

Olivier Troit
Richie Churchill
Ross Purdy
Sandra Melero
Simon Turner
Solenne Antien
Stefan Eder

2K ASIA

Asia Marketing Director
Karen Teo

Asia Product Associate
Albert Hoolsema

Japan Marketing Manager
Takahiro Morita

Localization Manager
Yosuke Yano

Take Two Asia Operations
Eileen Chong
Veron Khuan
Chermine Tan
Fumiko Okura

Take Two Asia Business Development
Julian Corbett
Andrew Donovan
Ellen Hs
Henry Park
Satoshi Kashiwazaki

FOX STUDIOS

Rick Fox
Michael Weber
Tim Schmidt
Cal Halter

Keith Fox
Dustin Smith
Joe Schmidt

NATIONAL BASKETBALL ASSOCIATION

Senior Vice President, Licensing & Business Affairs
Vicky Picca

Senior Director, Entertainment Products
Anne Hart

Senior Director, Global Marketing Partnerships
Chad Biggs

Manager, Entertainment Products Licensing
Matt Holt

Manager, Global Marketing Partnerships
Natasha Opong

Account Executive
Amy Blumberg

Department Assistant, Retail Licensing
Lindsay Milne

MOTION CAPTURE TALENT

NBA Talent
Rudy Gay
Dwight Howard
Andre Iguodala
Shaun Livingston
Corey Maggette
Shaquille O'Neal
Chris Paul
Gerald Wallace
Evan Turner
Wesley Johnson

Basketball Talent
Quincy Pondexter
Grayson Boucher aka The Professor
James Flight White
Taurian Fontenette aka Air Up There
Stan Fletcher
Noah Ballou
Deonte Huff
Leigh Gayden
Christopher Devine
Joe Everly
Omar Wilkes
Alain Laroche
Terrence Hundley
Shawn Malloy
Charles Beast Rhodes
Marquis Gilstrap

Tim TP Parham
Brian Laing
Brandon Bush
Quinnel Brown
Kasib Powell
Larry Bone Williams
Terrance Todd
Darren Brooks
Drew Gibson
Johnnie Bryant
Patrick Sanders
Calvin Henry
Gerard Anderson
Jesse Byrd
Purnell Davis
Matthew Elijah

Mascot
Snoop Dogg
Todd Maroldo

Dancers
Jennifer Santich
Rebecca Breining

Special Thanks
Motion Sports Management
Ben Pensack

SPECIAL THANKS

Michael Jordan
Scott Patterson
Jordan Katz
David Cox
Take-Two Sales Team
Take-Two Channel Marketing Team
Siobhan Boes
Hank Diamond
Alan Lewis
Daniel Einzig
Christopher Fiumano
Pedram Rahbari
Jenn Kolbe
2K IS Team
Seth Krauss
Greg Gibson
Take-Two Legal Team

Jonathan Washburn
David Boutry
Ryan Dixon
Michael Lightner
Gail Hamrick
Sharon Hunter
Kate Ryan
Michele Shadid
72 & Sunny
Access Communications
KD&E
Red Sheet
Hanshaw Ink & Image
Gwendoline Oliviero
Robert Nelson
Matt Underwood
Edwin Melendez
Everyone at Operation Sports

PUBLISHED BY 2K SPORTS
*2K Sports is a Division of 2K, a publishing label
of Take-Two Interactive Software, Inc.*

NBA 2K12 MUSIC CREDITS

Basketball
Performed by Kurtis Blow. (P) 1984 The Island Def Jam Music Group. Courtesy of The Island Def Jam Music Group under license from Universal Music Enterprises.

Fast Lane
Performed by Eminem & Royce Da 5'9" (Bad Meets Evil). (P) 2011 Shady Records/Interscope Records. Courtesy of Interscope Records under license from Universal Music Enterprises.

Let's Go
Performed by Travis Barker feat. Yelawolf, Busta Rhymes, Lil Jon, & Twista. Written by Michael Wayne Atha, Carl Terrell Mitchell, Trevor Taheim Smith Jr. Published by EMI Music Publishing, Universal Music Publishing Group, Kobalt Music Publishing America, Bug Music Publishing. Courtesy Interscope Records.

Awesome
Performed by XV. Written by Donovan Johnson, Terrence Thornton, Michael Summers. Published by: Donovan Johnson, Neighborhood Pusha Publishing (BMI) c/o Sony /ATV, ASCAP Man, I Need My Publishing. Courtesy Warner Brothers Records.

Skeleton Boy
Performed by Friendly Fires. Written by John Frederick Gibson, David MacFarlane, Barnaby Savidge. Published by Universal Music Publishing Group. 2008 XL Recordings.

Let It (Edit Remix) feat. Melo
Performed by Machine Drum. Written by Travis Stewart (Boulder Heave BMI), Sean Rhoden (Meloxtra Publishing BMI). Published by Stones Throw Records.

Sideways (2K Remix)
Performed by Cydel Young. Composer/Lyrics only: Cydel Young aka "Cyhi da Prynce." Song Composed and Produced by ENSAYNE Wayne for ENSAYNE Music Group.

We're Through
Performed by James Pants. Written by James Singleton (Boulder Heave BMI). Published by Stones Throw Records.

Thunder Bay
Performed by Hudson Mohawke. Written by Ross Birchard. Published by Kobalt Music Publishing. Courtesy of Warp Records.

Still A Soldier
Performed by Ancient Astronauts. Written by Tom Strauch, Ingo Moell. Published by Bug Music Publishing. Courtesy ESL Recordings.

Rock Hood
Performed by Shinobi Ninja. Written by: Michael Machinist, David Machinist, David Aaron Gerberer, Edara Johnson, Marcus Hrdina, Jonathan Nunes-Simone. Published by: Shinobi Ninja LLC.

Cozza Frenzy
Performed by Bassnectar . Written by: Lorin Ashton. Published by Blue Mountain Music. Courtesy OM Records.

The Shuffle (instrumental)
Performed by The Freeze Tag. Written by J. Drake (Kid Lucci Music SESAC), B. Smith (Ivee Sessions SESAC). Published by Ivee Sessions. Courtesy Dope Lotus Records.

By The Numbers
Performed by Jamaica. Written by: Antoine Hilaire, Florent Lyonnet, Xavier De Rosnay, Peter Franco. Published by: 2009 Warner Chappell Music France & Control Freak. Courtesy Downtown Records.

It's Another Day
Performed by The Death Set. Written by Johnny Sierakowski (APRA), Daniel Walker (APRA), Jahphet Landis (ASCAP). Published by Just Isn't Music Ltd. Courtesy of NINJA TUNE, 2011.

Make Your Move
Performed by Thunderball. Written by: Sidney Barcelona, Stephen Raskin. Published by Bug Music Publishing. Courtesy ESL Recordings.

Workin' Man Blues
Performed by Aceyalone feat. CeeLo. Written by Eddie Hayes, Stefon Taylor, Thomas Dicarlo Callaway. Published by That Kind of Music (ASCAP), Stefon Taylor Publishing (ASCAP), BMG Chrysalis. (P) + © 2011 Decon Records. CeeLo appears courtesy of Atlantic Records.

Hear You Calling
Performed by Kid Mac feat. Mat McHugh. Written by Nicholas Audino, Lewis Hughes, Mat. McHugh, Macario De Souza. Produced by Twice As Nice. C&P 2011 Move The Crowd Records.

Shapeshift
Performed by DELS. Written by Kieren Dickins (PRS) and Joe Goddard. Published by Just Isn't Music Ltd/ Warner Chappell Music Publishing. Courtesy of NINJA TUNE, 2010.

Haterz
Performed by See-I. Written by: Archie Steele, Salem Steele, Rob Meyers. Published by: See Eye Music (BMI).

Many Stylez
Performed by Zion I feat. Rebelution. Written by A. Anderson, S. Gaines, B. Yonas. Published by Crystal House Music (ASCAP), Gaines For Anja Blue Music (ASCAP), Yonas For Atzwhatimtalkinabout Music (ASCAP). © 2010 Gold Dust Media Part of the !k7Label Group.

They Come Back
Performed by Project Lionheart. Written by: C. Cunningham, T. Berry, J. Keith (ASCAP). Published by: CC Lionheart Publishing (ASCAP).

New Low
Performed by Middle Class Rut. Written by Zack Lopez, Sean Stockham. Published by EMI Music Publishing. © 2010 Bright Antenna Records.

Here We Go
Performed by Chiddy Bang feat. Q-Tip. Written by: James Patterson Jr III, Benjamin Ruttner, Chidera Anamege, Noah Beresin, Kamaal Ibn John Fareed. Published by: EMI Music Publishing, Song Music, Warner Chappell (P) 2010 EMI Records Ltd.

Look Easy
Performed by Freddie Gibbs. Written by Fredrick Tipton, Sidney Miller. Produced by: Speakerbomb. Published by: Willie Watts Music/Sony Music ATV (ASCAP),Stewart Music/Universal Music Publishing Group (ASCAP). Freddie Gibbs appears courtesy CTE World.

Shout The Winners Out (Duck Down All-Stars 2)
Performed by Skyzoo, Smif N Wessun & Pharoahe Monch. Writers: R. Ibanga Jr, G. Taylor, D. Yates Jr, T. Williams, T. Jamerson. Publishing: Little Trouble Big China (ASCAP), Rudy For Real Publishing (BMI), Bucktown USA (ASCAP), Boot Camp Clik (ASCAP), Trescadecaphobia Music (BMI) Songs of Kobalt Music Publishing.

Now's My Time
Performed by D.J.I.G. Produced by Alex Kresovich. Writers: Alex Kresovich, Isaiah DuPree. Publishing: Alexander Kresovich ASCAP

Intermezzo 2 (instrumental)
Performed by Mr. Chop. Written by Corin Littler (Boulder Heave BMI). Published by Stones Throw Records.

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

US Support
Phone: 1-866-219-9839
Email: usasupport@2k.com

Canadian Support
Phone: 1-800-638-0127
Email: canadasupport@2k.com

Please note that NBA 2K12 online features are scheduled to be available until November 2012, though we reserve the right to modify or discontinue online features on 30-days' notice. Check www.2ksports.com/serverstatus for details.

LIMITED SOFTWARE WARRANTY, LICENSE AGREEMENT & INFORMATION USE DISCLOSURES

This document may be updated from time to time and the current version will be posted at **www.take2games.com/eula**. Your continued use of this Software 30 days after a revised version has been posted constitutes acceptance by you of its terms.

YOUR USE OF THE SOFTWARE IS SUBJECT TO THIS LIMITED SOFTWARE WARRANTY AND LICENSE AGREEMENT (THE "AGREEMENT") AND THE TERMS SET FORTH BELOW. 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. BY OPENING THE SOFTWARE, INSTALLING, AND/OR USING THE SOFTWARE AND ANY OTHER MATERIALS INCLUDED WITH THE SOFTWARE, YOU HEREBY ACCEPT THE TERMS OF THIS AGREEMENT WITH TAKE-TWO INTERACTIVE SOFTWARE, INC. ("LICENSOR").

I. LICENSE.

LICENSE. Subject to this Agreement and its terms and conditions, Licensor hereby grants you the nonexclusive, non-transferable, limited right and license to use one copy of the Software for your personal non-commercial use for gameplay on a single computer or gaming unit, unless otherwise specified in the Software documentation. Your acquired 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 Licensor's termination of this Agreement. Your license terminates immediately if you attempt to circumvent any technical protection measures used in connection with the Software. The Software is being licensed 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. All rights not specifically granted under this Agreement are reserved by Licensor and, as applicable, its licensors.

OWNERSHIP. 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 United States 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 US or their local country. Be advised that US Copyright violations are subject to statutory penalties of up to $150,000 per violation. The Software 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 to you herein are reserved by the Licensor.

LICENSE CONDITIONS. You agree not to: (a) Commercially exploit the Software; (b) Distribute, lease, license, sell, rent or otherwise transfer or assign the Software, or any copies of the Software, without the express prior written consent of Licensor or as set forth in this Agreement; (c) Make a copy of the Software or any part thereof (other than as set forth herein); (d) Making a copy of this Software available on a network for use or download by multiple users; (e) 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; (f) Copy the Software onto a hard drive or other storage device in order to bypass the requirement to run the Software from the included CD-ROM or DVD-ROM (this prohibition does not apply to copies in whole or in part that may be made by the Software itself during installation in order to run more efficiently); (g) Use or copy the Software at a computer gaming center or any other location-based site; provided, that Licensor may offer you a separate site license agreement to make the Software available for commercial use; (h) Reverse engineer, decompile, disassemble, prepare derivative works based on or otherwise modify the Software, in whole or in part; (i) Remove or modify any proprietary notices, marks or labels contained on or within the Software; and (j) Transport, export or re-export (directly or indirectly) into any country forbidden to receive such Software by any U.S. export laws or accompanying regulations or otherwise violate such laws or regulations, that may be amended from time to time.

However, you may transfer the entire 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 accompanying documentation, and the recipient agrees to the terms of this Agreement. The Software is intended for private use only.

TECHNICAL PROTECTIONS. The Software may include measures to control access to the Software, prevent unauthorized copies, or otherwise attempt to prevent anyone from exceeding the limited rights and licenses granted under this Agreement. If the Software permits access to additional online features, only one copy of the Software may access those features at one time (unless otherwise provided in the Software documentation). 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, and download updates and patches. You may not interfere with such access control measures or attempt to disable or circumvent such security features. If you disable or otherwise tamper with the technical protection measures, the Software will not function properly.

USER CREATED CONTENT. The Software may allow you to create content, including but not limited to a gameplay map, a scenario, screenshot of a car design or a 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 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 any moral rights of paternity, publication, reputation, or attribution with respect to Licensor's and other players' use and enjoyment of such assets in connection with the Software and related goods and services under applicable law. This license grant to Licensor, and the above waiver of any applicable moral rights, survives any termination of this License.

INTERNET CONNECTION. The Software may require an internet connection to access internet-based features, authenticate the Software, or perform other functions. In order for certain features of the Software to operate properly, you may be required to have and maintain (a) an adequate internet connection and/or (b) a valid and active account with an online service as set forth in the Software documentation, including but not limited to Windows Live, Licensor or a Licensor affiliate. 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.

II. INFORMATION COLLECTION & USAGE.

By installing and using this software, you consent to these information collection and usage terms, including (where applicable) transfer of data to Licensor and affiliated companies into a country outside of the European Union and the European Economic Area. If you connect to the Internet when using the Software, either through Xbox® LIVE, or any other method, Licensor may receive information from hardware manufacturers or platform hosts (such as Microsoft) and may automatically collect certain information from your computer or gaming unit. This information may include, but is not limited to, user IDs (such as gamer tags and screen names), game scores, game achievements, game performance, locations visited, buddylists, hardware MAC address, internet protocol address, and your usage of various game features. All information collected by Licensor is intended to be anonymous information that does not disclose your identity or constitute personal information; however, if you include personal information (such as your real name) in your user ID, then such personal information will automatically be transmitted to Licensor and used as described herein.

The information collected by Licensor may be posted by Licensor on publicly-accessible web sites, shared with hardware manufacturers, shared with platform hosts, shared with Licensor's marketing partners or used by Licensor for any other lawful purpose. By using this Software you consent to the Licensor's use of related data, including public display of your data such as identification of your user created content or displaying your scores, ranking, achievements and other gameplay data. If you do not want your information shared in this manner, then you should not use the Software.

III. WARRANTY.

LIMITED WARRANTY. Licensor warrants to you (if you are the initial and original purchaser of the Software) that the original storage medium holding the Software is free from defects in material and workmanship under normal use and service for 90 days from the date of purchase. Licensor warrants to you that this 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 this Software on your specific computer or gaming unit. Licensor does not warrant against interference with your enjoyment of the Software; that the Software will meet your requirements; that operation of the Software will be uninterrupted or error-free, or that the Software will be compatible with third party software or hardware or that any errors in the Software will be corrected. No oral or written 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 the 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.

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, 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.

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

TERMINATION. This Agreement will terminate automatically if you fail to comply with its terms and conditions. In such event, you must destroy all copies of the Software and all of its component parts. You can also end this Agreement by destroying the Software and all copies and reproductions of the Software and deleting and permanently purging the Software from any client server or computer on which it has been installed.

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 the Licensor at the location listed below.

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

INDEMNITY. You agree to indemnify, defend and hold Licensor, its partners, licensors, affiliates, contractors, officers, directors, employees and agents harmless from all damages, losses and expenses arising directly or indirectly from your acts and omissions to act in using the Software pursuant to the terms of the Agreement.

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. 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.). Both parties 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. The parties 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.

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