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You and the Company agree that should any dispute, claim, or controversy arise between us regarding any Company products or services (hereafter a "Dispute"), whether based in contract, statute, regulation, ordinance, tort (including fraud, misrepresentation, fraudulent inducement, or negligence), or any other legal or equitable theory, except for those matters listed in the Exclusions From Arbitration paragraph below, and expressly including the validity, enforceability, or scope of this 'BINDING INDIVIDUAL ARBITRATION' section (with the exception of the enforceability of the Class Action Waiver clause below), shall be submitted to binding arbitration, as described below, rather than being resolved in court. The term "Dispute" is to be given the broadest possible meaning that will be enforced and includes, for example, all matters arising under this Agreement, the Privacy Policy, the Terms of Service, or any other agreement with the Company. You understand that there is no judge or jury in arbitration and that court review of an arbitration award is limited.

Exclusions From Arbitration. You and the Company agree that any claim filed by You or the Company in small claims court on an individual basis are not subject to the arbitration terms contained in this Section. In addition, the Company or You shall have the right to seek an injunction against you in court in order to preserve the status quo while an arbitration proceeds.

Class Action Waiver. THE ARBITRATION PROCEEDINGS DESCRIBED HEREIN WILL BE CONDUCTED ON AN INDIVIDUAL BASIS ONLY. Neither You nor the Company shall be entitled to join or consolidate disputes by or against other individuals or entities, or to arbitrate any dispute in a representative capacity, including, without limitation, as a representative member of a class or in a private attorney general capacity, in connection with any Dispute. Further, unless both You and the Company agree, the arbitrator may not consolidate more than one person's claim. The arbitrator may award any individual relief or individual remedies that are permitted by applicable law, but to the maximum extent permitted by applicable law, may not award relief against the Company respecting any person other than You.

Right to Opt Out of Binding Arbitration. IF YOU WISH TO OPT OUT OF THIS BINDING INDIVIDUAL ARBITRATION REQUIREMENT, YOU MUST NOTIFY US IN WRITING WITHIN 30 DAYS OF THE DATE THAT YOU ACCEPT THIS AGREEMENT BUT ARE OPTING OUT OF BINDING INDIVIDUAL ARBITRATION, UNLESS A LONGER PERIOD IS REQUIRED BY APPLICABLE LAW. Your written notification must be mailed to TAKE TWO INTERACTIVE SOFTWARE, LEGAL DEPARTMENT, ATTN: ARBITRATION OPT OUT, 110 West 44th Street, New York, New York, 10036. Your notice must include (1) your full name; (2) your mailing address; (3) your Social Club online ID, if you have one; and (4) a clear statement that you do not wish to resolve disputes with the Company through arbitration. You are responsible for ensuring the Company's receipt of your opt-out notice, and you therefore may wish to send a notice by means that provide a written receipt.

Notice of Dispute. If you have a Dispute with the Company, you must send written notice to TAKE TWO INTERACTIVE SOFTWARE, LEGAL DEPARTMENT, ATTN: ARBITRATION OF DISPUTE, 110 West 44th Street, New York, New York, 10036, in order to give the Company the opportunity to resolve the dispute

informally through negotiation. Notice must be provided within two (2) years of the Dispute having arisen, but in no event after the date on which the initiation of legal proceedings would have been barred under the applicable statute of limitations. The failure to provide timely notice shall bar all claims. If the Company has a dispute with You, the Company will provide notice to the address it has on file for you, if possible. You and the Company agree to negotiate the Dispute in good faith for no less than 30 days after notice of the Dispute is provided. If the Dispute is not resolved within 30 days after receipt of notice of the Dispute, the Company or You may pursue the claim in arbitration as provided in this section.

Arbitration Rules and Procedures. Arbitration shall be subject to the U.S. Federal Arbitration Act and federal arbitration law, and shall be conducted by Judicial Arbitration Mediation Services, Inc. ("JAMS") pursuant to the JAMS Streamlined Arbitration Rules and Procedures effective July 1, 2014 (the "JAMS Rules"), as modified by this agreement to arbitrate. The JAMS Rules, including instructions for initiating an arbitration, are available on its website at <http://www.jamsadr.com/rules-streamlined-arbitration>. The Company will pay its arbitration costs as required by the JAMS Rules and, in the event that you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, the Company will pay as much of your arbitration filing and hearing fees as the arbitrator deems is necessary to prevent the arbitration from being cost-prohibitive as compared to the cost of litigation. Each side shall pay his, her, or its own attorneys' fees and costs unless the claim(s) at issue permit the prevailing party to be paid its fees and/or litigation costs, in which case the arbitrator shall award fees or costs as required by the applicable law.

Location of Arbitration. At Your option, if an in-person hearing is required under the JAMS Rules, the hearing will occur either in New York County, New York, or in the United States county in which You reside.

Decision of the Arbitrator. Any decision or award by the arbitrator shall be final and binding on the parties. Unless otherwise agreed, any decision or award shall set forth the factual and legal basis for the award. The arbitrator shall be permitted to award only those remedies in law or equity which are requested by the parties and which the arbitrator determines are supported by credible relevant evidence. Any decision or award may be enforced as a final judgment by any court of competent jurisdiction. If either party unsuccessfully challenges the validity of an award, the unsuccessful party shall pay the opposing party's costs and attorneys' fees associated with the challenge.

Continuation in Effect. This Binding Individual Arbitration section survives any termination of this Agreement or the provision of services to You by the Company.

Ability to Change Terms and Conditions Inapplicable. Although the Company may revise its End User License Agreement, Privacy Policy, Terms and Conditions, or other agreements at its discretion, the Company does not have the right to alter this agreement to arbitrate or the rules specified herein with respect to any Dispute once that Dispute has accrued.

Severability. If any part of this arbitration provision is deemed invalid, unenforceable, or illegal, then the balance of this arbitration provision shall remain in effect and be construed in accordance with its terms as if the invalid, unenforceable, or illegal provision had not been included. The sole exception to this is the class action waiver provision. If the prohibition on the arbitration proceeding on a class basis is found to be invalid, unenforceable, or illegal, then the entirety of this arbitration agreement shall be null and void and the Dispute shall proceed in court.

under applicable class action rules and procedures. If, for any reason, a claim proceeds in court rather than in arbitration, the dispute shall be exclusively brought in state or federal court in New York County, New York. Suits brought in state court may be removed to federal court by either party if permissible by law.

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

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

Take-Two Interactive Software Privacy Policy Last Update: 20 January 2023

Take-Two Interactive Software, Inc., and its subsidiaries that make up the Take-Two group of companies ("Take-Two", "we", "us" or "our"), is a leading developer, publisher and marketer of interactive entertainment. This Privacy Policy explains data practices for the products, services, and websites provided by the Take-Two entities and labels listed here ("Services"). Please read this Privacy Policy carefully, and keep in mind that our practices and the data we collect may differ depending on how you use the Services. The Services are also subject to any other terms and policies included in our Services. This Privacy Policy supplements privacy disclosures provided with your software product and from your platform manufacturer.

This Privacy Policy does not apply to personal information collected from job applicants. Please see our job applicant privacy policy available [here](#).

Notice at Collection of Personal Information: Please see the Categories of Information Collected and How We Use Personal Information and Our Legal Grounds sections for an overview of what information we collect, and why, and the Data Rights section for information about how to exercise your privacy rights, including opting out of the sale or sharing of your personal information.

Categories of Information Collected The type of information we collect depends on how you use the Services. Generally, we collect the following information:

Identifiers / Contact Information: Name, user name, gamertag, postal and email address, phone number, unique IDs, mobile device ID, platform ID, gaming service ID, advertising ID (IDFA, Android ID) and IP address

Protected Characteristics: Age and gender

Commercial Information: Purchase and usage history and preferences, including gameplay information

Billing Information: Payment information (credit / debit card information) and shipping address

Internet / Electronic Activity: Web / app browsing and gameplay information related to the Services and information about your online interaction(s) with the Services or our advertising

Device and Usage Data: Device type, software and hardware details, language settings, browser type and version, operating system, and information about how users use and interact with the Services (e.g., content viewed, pages visited, clicks, scrolls)

Profile Inferences: Inferences made from your information and web activity to help create a personalized profile so we can identify goods and services that may be of interest

Audio / Visual Information: Account photos, images, and avatars, audio information via chat features and functionality, and gameplay recordings and video footage (such as when you participate in playtesting)

Sensitive Information: Precise location information (if you allow the Services to collect your location), account credentials (user name and password), and contents of communications via chat features and functionality.

How We Use Information and Our Legal Grounds We use the information we collect within Take-Two as follows, pursuant to various legal bases:

Business Purposes: Provide the Services and support; fulfill orders and requests; improve the Services and our business; develop new products and services; enhance your experience on the Services; protect the security for our users, employees, facilities, and Services; and develop internal marketing and demographic studies

Commercial Purposes: Market and advertise our and our business partners' products and services; send you promotional materials; and administer promotional activities or events

We also use your information as permitted by law.

We use information we collect for our business purposes, including to:

Provide the Services

Fulfill product orders and other requests, respond to your questions, and communicate with you

Enhance and personalize your experience on the Services, including to recognize you, maintain your preferences and settings, connect you with other users and link to your third-party platform, gaming, and social networking accounts

Provide technical and other support

Review the use and operations of the Services, develop new products or services, and conduct analyses to enhance or improve our software, content, marketing, support, and Services

Conduct internal marketing and demographic studies

Address issues with the Services or other business needs

To protect the security or integrity of the Services, users and our business such as by protecting against and preventing violation of our terms and policies, including combating fraud, piracy, cheating, tampering, unauthorized transactions, claims, and other liabilities, and managing risk exposure

Interact on your behalf with the third-party platform, gaming, and social networking accounts you connect with our Services

Participate in other processing that we inform you about when you provide your information or when you consent to such processing

As permitted by law

We use information we collect for commercial purposes, including to:

Provide you and other users with customized content, targeted offers, and advertising on the Services, via email and text message, or on other sites, mobile applications, or social media on behalf of Take-Two or our business partners

Contact you with information and promotional materials

Administer rewards, surveys, sweepstakes, contests, or other promotional activities or events sponsored or managed by us or our business partners

Analyze our users, in combination with other data, to assess our user base and target marketing at other similar groups

If you use certain Services, such as the Rockstar Games Social Club or 2K Account, we may enter you into contests based on your membership or use of the Services.

Check www.rockstargames.com/socialclub/events frequently for details regarding contests.

—Legal Reasons to Process Personal Data

If you are based in a location that requires us to establish legal grounds, we process your information on the following grounds:

Establish and perform our contract with you (such as the terms applicable to our Services, or to take steps at your request, such as to complete transactions with you and to allow you to play our games online)

Compliance with a legal obligation

For our or our partners' legitimate interests, such as to improve our products and services; perform analytics to better understand our users; conduct direct marketing (when we do not need your consent); otherwise supporting our business, operations, and services; and enforce and prevent violations of our terms or policies

Protect your vital interests or those of another person (for example, another player)

With your consent, such as when you sign up for direct marketing or you connect your Take-Two account with a third-party service

↑ See Less Sources of Information We Collect How we obtain information depends on how you use the Services. For example, we collect information:

you provide directly to us, such as when you set up an account, sign-up for marketing, or contact us

about the games you play (automatically)

from third-party platforms, such as when you play our games or access our Services with third-party accounts

automatically, including through cookies and similar tracking technologies

from third parties, such as advertising networks, business partners, third party information providers, and other players

—Information You Provide

You provide us with information when you use the Services, such as when you:

create an account or use the Services

subscribe to marketing and communications

comment on our message boards, forums, chat rooms, feeds, sites, or other Services

purchase or redeem one of our products or services, including physical items, virtual items, virtual currency, or add-ons

download, install, or access demos, programs, or other software

contact us for support or other purposes

use our email or share features

participate in events, contests, promotions, surveys, or playtesting

participate in an activity where you provide your information

Depending on the Service or your activity, we collect information such as your name, email address, phone number, photo, mailing address / zip code, payment or purchase information, age, gender, password, platform ID, software products played, survey data, geolocation, and the systems or platforms you play on. We combine this information across devices that you use.

—Gameplay Information

When you use the Services, we automatically receive information about your gameplay. Gameplay information includes your platform ID or gaming service ID, game achievements, game scores and performance, IP address, MAC address or other device IDs, other platform / device information, and other information and statistics regarding your use of the Services. We collect gameplay information even if you do not register for the Services. We may combine gameplay information with other information we have about you.

—Platform, Gaming, and Social Networking Information

We collect information when you access our Services with third-party platform accounts, such as a gaming platform account, gaming network service account, or social networking service account. When you access our Services in this way, the third-party platforms provide us with information about you. For example, depending on your use of, or activity on the third-party platform, we receive your user name, your friends list, or account information necessary to provide the Services or a purchased in-game item. The third-party platform may allow you to control what information is provided to us. We are not responsible for the terms, policies, disclosures or actions of any third-party platforms.

—Cookies and Similar Technologies

We use cookies, web beacons, Flash cookies, Internet log files, software developments kits and similar tracking technologies to improve and maintain the functionality of our Services; enhance security and fraud prevention; and provide you with targeted advertising. Our system may not respond to Do Not Track requests or headers from some or all browsers. The Manage Your Account, Communications, and Data section provides additional information about our use of cookies and similar technologies and your ability to manage cookies. You may also use the cookie preference tool, where available, or visit the Cookie Policy posted on the Service for more information.

—Information from Third Parties

We receive information from third parties to update the information that we collect about you. We may receive information from public databases, platform manufacturers, analytics providers, game developers, and other business partners and Take-Two group of companies involved in providing the Services to you, that includes demographic information and information about your interests. We may collect publicly available information, including from social media, to protect our users, employees, facilities, and Services, and to aid investigations. We also receive information from other individuals who use our Services. This may include information about you if you are mentioned in comments on the Services or an individual sends us a direct message.

↑ See Less When We Share Information As detailed below, we share your information with:

vendors that perform support and other services for us

Take-Two group members

advertising service providers and partners

other third parties (e.g., for collaborative offerings, legal and safety purposes, in connection with the sale or transfer of a business or asset, and other purposes with your permission)

other users, such as when you participate in open communities or events, or information published on leaderboards

In the last 12 months, Take-Two has sold and/or shared unique identifiers, IP address, as well as Internet/Electronic Activity and Profile Inferences with third-party advertising providers to enable us to provide personalized advertising to you and others like you. We do not sell or share personal information about persons that we know are under the age of 16 without their (or depending on age, their parent's) consent.

—Vendors

We use vendors to perform services on our behalf. These vendors provide business, professional or technical support to us, help us operate our business and Services, or administer activities in connection with our business and the Services.

—Advertising

We use Take-Two and third-party advertising to support our Services, such as ad networks, data exchanges, traffic management service providers, social networks, and marketing analytics service providers. These providers use cookies and similar tracking technologies (see Cookies and Similar Technologies above) to collect information about your device and your Service use. This information, along with information that we share with them, enables us or our providers to recognize you or your device and to serve ads to you or your device and measure the effectiveness of those ads. This includes Identifiers / Contact Information, Internet / Electronic Activity, Device and Usage Data, and Profile Inferences.

We (and sometimes our providers) collect or share this information when you use our Services, click on a site or an ad, or launch one of our games or other mobile applications. This information: (1) allows us to accurately and properly pay for ads placed on our behalf (e.g., an ad that led you to purchase or download one of our games) and get paid when you see an ad on our Services; (2) helps prevent you from repeatedly seeing the same ads; (3) helps select and display targeted ads or other content on your device (such as on a site or social networking service you are visiting or a mobile application you are using) that may be of particular interest to you; (4) helps with measuring and analyzing the effectiveness of our ads, popularity of content, and traffic on our Services; and (5) helps us improve our Services.

You can learn more about managing how we and our providers use your information in the Manage Your Account, Communications, and Data section; and, as applicable for the Service, by using our cookie preference tool, where available, or visiting the Cookie Policy posted on the Service.

—Third Parties

We share your information with third parties as described in this Privacy Policy, including as follows:

Collaborative Relationships: When we offer services or promotions in collaboration with a third party who will receive your information for its own use, we will inform you of that at the time of collection and you may choose

whether to participate in the offering.

Legal & Safety: We may share your information to protect the security of our Services, servers, network systems, databases, users and business and in connection with an investigation of fraud, intellectual property infringements, interference with our rights, property or users, or other activity that is illegal or may expose you or us to legal liability, including as required or requested by law enforcement or other government officials. We also may share your information with third parties when we have reason to believe that a disclosure is necessary to address potential or actual injury or interference with our rights, property, operations, users, or others who may be harmed or may suffer loss or damage, or when we believe that it is necessary to protect our rights, investigate, or enforce our policies, terms, combat fraud, or comply with a judicial proceeding, court order, or legal process served on Take-Two. We also may share your information when we have reason to believe it is necessary to investigate or enforce our policies, terms, or other legal document or contract related to the Services or rights of a third-party.

Sale or Transfer of Business or Assets: We may sell or purchase assets during the normal course of our business. We may disclose information about you and transfer that information to another entity as part of a potential or actual acquisition or merger of Take-Two or any of our assets. If we bring or are defending a reorganization, bankruptcy, or similar event, such information may be considered our asset and sold or transferred to third parties.

As Disclosed to You: We may share your information as disclosed to you at the time of collection.

—Other Users

If you participate in open communities, such as online gaming sessions and social networking services, we automatically post certain information, such as your user name or ID and gameplay statistics, within the game, on social networking services, on our Services, or on specialized game sites. If you participate in tournaments or other online game events, we must publicly post your information.

We publish gameplay boards and multiplayer match records that contain information based on your use of the Services, such as your user name or ID, when they are essential components of the Services that we offer you and others. Like other gameplay statistic services, your game activity, leaderboards, and multiplayer match information may appear nested in the Services or third-party webpages.

Some third-party services also let you post information about your game activity to their sites to share with others. If you use these features, those third-party services' privacy policies and terms govern your actions on those sites and the information that those services collect.

We combine information collected through various Services and display it publicly, including on our Services, in our games, or in multiplayer game lobbies. For example, if you link your game platform account with us, we may display your in-game achievements along with your account name.

↑ See **Less Public Postings** If you share personal information, post an image or video, or provide other content in public forums such as on a message board, chat room, comment field, or profile page, other people can view, collect, and use that

information. If your user name or ID contains your name, your name will be publicly available on leaderboards and elsewhere as described in this Privacy Policy. Users of such public forums may be able to identify you, use the information to send you messages, or copy any of the images, video, or content you have shared. There is no expectation of privacy or confidentiality on any of these public forums. Please do not share your personal information in public forums or in your user name or ID. You are responsible for any information or content you publicly post using our Services.

Data Rights Depending on your location, you may have certain rights over your personal information, including the right to:

Request access to or a copy of your personal information

Request deletion of your personal information

Request correction or modification of your personal information

Be informed about the personal information we collect and/or process about you, the sources of personal information, and the third parties with whom information was shared or sold and for what purposes

Withdraw consent, if processing is based on consent

Opt-out of the sale or sharing of your personal information (including targeted advertising)

Opt-in/out of financial incentives

Limit the use and disclosure of your sensitive personal information

You can make a data rights request in relation to your personal information here. We will respond to data requests within a month. We may take steps to verify your identity before we can respond to your request. To the extent these rights apply to you, they may be limited in some situations – for example when we are under a legal requirement or have a compelling interest for processing your personal information, or when the personal information is protected by trade secret. If you have unresolved concerns, where applicable, you may also have the right to complain to a privacy authority. A list of privacy authorities is available here. Alternatively, if you wish to make a data request or appeal a data request decision, please contact Take-Two using the details provided in the Contact Us section.

To opt out, please click on the Do Not Sell or Share My Personal Information on our site footer (and available here) and follow the instructions on that page. To opt out of online personalized advertising more broadly, please see the opt-out options identified in the Manage Your Account, Communications, and Data section. We will not discriminate against you for exercising any of these rights.

You may authorize someone to make a privacy rights request on your behalf (an authorized agent). Authorized agents will need to demonstrate that you've authorized them to act on your behalf, or must demonstrate they have power of attorney pursuant to applicable probate law. We retain the right to request confirmation directly

from you confirming that the agent is authorized to make such a request, or to request additional information to confirm the agent's identity.

↑ See [Less Manage Your Account, Communications, and Data](#) We provide several options for you to manage your Service account, communications you receive from us, and how we use your information. These include through the settings in your Service account; email unsubscribe and deletion tools; and opting out of interest-based ads.

More information about how to manage your label-specific account and communications is available [here](#).

—Service Accounts

You can manage how we use your personal information and the communications that you receive from us through the account, communications, and privacy settings in your Services account.

—Email Unsubscribe

You can unsubscribe from marketing emails from Take-Two or a specific label or division by using the unsubscribe link provided in the email.

—Interest-Based Ads

On your mobile device, you may adjust your privacy and advertising settings to control whether you want to receive advertising based on your interests. To opt out from the use of your online activities for interest-based activities by participating providers, please visit the Network Advertising Initiative at http://www.networkadvertising.org/managing/opt_out.asp or the Digital Advertising Alliance at <http://www.aboutads.info/>. For visitors from the UK, EU, EEA or Switzerland, visit Your Online Choices at <http://www.youronlinechoices.eu/>.

↑ See [Less Data Retention](#) We'll keep your information for as long as necessary to provide you with the Services, fulfil our legal obligations, and/or exercise, defend or establish our rights.

We retain your information while your account is active, as needed to provide you Services, or to administer our Services. If you wish to delete your account or request that we no longer use your personal information to provide Services to you, contact us as identified in the [Manage Your Account, Communications, and Data](#) section. If your account is inactive, we will maintain your account for the length of time for which we reasonably expect you to reengage with our Services. After such period, we will delete personal information, including your email address and log-in credentials, and you may no longer be able to access your account. We will notify you before we delete your account information so that you have the opportunity to keep your account active. We may still retain some of your personal information in our files for a reasonable period of time to resolve disputes, enforce our terms and policies, administer our Services, comply with technical and legal requirements, and/or other constraints related to the security, integrity, and operation of our Services, after which we will take steps to delete or archive your personal information.

↑ See Less Children's Privacy Generally, we direct our Services to a general audience and we do not knowingly collect personal information from children under 13 years old (or older, if applicable law provides for different protections). We may direct certain Services to an audience of all ages—including children. For these Services, we may restrict the collection of personal information on the Services from anyone, apply an age gate allowing children to use the Services while restricting the collection of personal information on the Services from children, or get a parent's permission to collect personal information from children. If we become aware that a child has provided personal information without a parent's permission, we will promptly delete this information. We encourage parents to instruct their children to never give out their real names, addresses, or phone numbers, without permission, when using the Internet.

Data Security We follow generally accepted industry standards and maintain appropriate safeguards to help protect the security, integrity, and privacy of the information we collect about you. These security measures are designed to protect against the accidental or unlawful destruction, loss, misuse, alteration, and unauthorized disclosure of, or access to, the information under our control. However, no system can be 100% secure and we cannot guarantee our security measures.

International Transfers We and our vendors and partners may process, transfer, and store information about you in connection with the Services in the United States and other countries that may not have privacy laws equivalent to the country where you reside. We take steps to apply appropriate safeguards when we transfer that information.

↓ **Learn More Other Take-Two Terms, Third-Party Terms, and Links to Other Sites** Use of our services and products may be subject to other terms and disclosures provided by us, platform manufacturers, and other partners, including: (i) the terms that accompanied your purchase; (ii) terms applicable to online Services; (iii) other terms and disclosures made available to you by us or third parties. We are not responsible for practices on third-party sites that may be linked to the Services.

↓ **Learn More Contact Us** If you have questions about this Privacy Policy, please use <https://www.take2games.com/data-request> to contact our Data Protection Officer. You may also contact us or our Data Protection Officer by mail at the addresses below. Please identify your location in your message. You may also have the right to complain to a privacy authority. You may also contact us by email at privacypolicy@take2games.com.

Country

Address

Non-European Countries

Take-Two Interactive Software, Inc.

110 W 44th Street, New York, NY 10036 USA,

Attn: Privacy Policy Administrator

UK, EU, EEA, or Switzerland

("European Countries")

Take Two Interactive Software Europe Limited

Take-Two House

30 Cleveland Street, London W1T 4JD, UK

Attn: Privacy Policy Administrator

For purposes of privacy laws, the data controller of your personal information is Take-Two Interactive Software, Inc. and – for users in the UK, EU, EEA or Switzerland – Take Two Interactive Software Europe Limited. Depending on the Services, our labels and divisions may be considered data controllers, either together with Take-Two Interactive or by themselves. Data controller and representative information and contact details are listed here. References in this Privacy Policy to Take-Two should be interpreted as references to the applicable Take-Two entity identified as the controller of personal information for the particular Services you are using.

Changes to Privacy Policy We reserve the right to make changes to this Privacy Policy. Please check back from time to time to review these changes. If we change this Privacy Policy in a material way, we will provide appropriate notice to you and, as appropriate, provide additional choices regarding such change. As permitted by applicable law, your continued use of the Services means that you accept these changes.

TAKE-TWO INTERACTIVE SOFTWARE, INC. TERMS OF SERVICE Revised: March 2, 2020

TERMS & CONDITIONS This document constitutes an agreement (the "Agreement") between you and the United States company Take-Two Interactive Software, Inc., its parents, subsidiaries, and affiliates, (the "Company," "we," "us," and "our") that governs the relationship between you and the Company with respect to your use of the Online Services. The Company provides access to the Online Services and any related services subject to your compliance with this Agreement. Thus, it is important that you carefully read and understand this Agreement.

The terms and conditions herein are in addition to and supplement the End User License Agreement at www.take2games.com/eula that governs the use of all software and services distributed by the Company.

Please review the End User License Agreement carefully.

DESCRIPTION OF ONLINE SERVICES Subject to full compliance with this Agreement, the Company may offer to provide certain products, services, and websites accessed through internet-capable hardware platforms including gaming consoles, personal computers, mobile computers, or mobile devices, or in-game applications or software platforms including third-party hosts (collectively the "Online Services"). Online Services shall

include, but not be limited to, any service or content the Company provides to you, including any materials displayed or performed. The Company may change, suspend or discontinue the Online Services, including the availability of any feature or content, on thirty days' notice, or immediately for any reason beyond the Company's reasonable control, or if you breach any term of an agreement or policy governing the Software, including this Agreement, Licensor's Privacy Policy and/or Licensor's Terms of Service. The Company may also impose limits on certain features and services or restrict your access to parts or all of the Online Services without notice.

TRADEMARK AND COPYRIGHT INFORMATION All Online Services material, including, but not limited to, text, data, graphics, logos, button icons, images, audio clips, video clips, links, digital downloads, data compilations, and software is owned, controlled by, licensed to, or used with permission by the Company and is protected by copyright, trademark, and other intellectual property rights. The Online Services material is made available solely for your personal, non-commercial use and may not be copied, reproduced, republished, modified, uploaded, posted, transmitted, or distributed in any way, including by email or other electronic means, without the express prior written consent of the Company in each instance. You may download material intentionally made available for downloading through the Online Services for your personal, non-commercial use only, provided that you keep intact any and all copyright and other proprietary notices that may appear on such materials.

SUBMISSIONS The Company welcomes input from the gaming community. You hereby grant the Company an exclusive, perpetual, irrevocable, fully transferable, and sub-licensable worldwide right and license to use any submissions you submit to the Company of any nature whatsoever, whether through a posting on a Company website, email to the Company, mail, or any other means and without any obligation to account, credit, or make any payment to you for any use thereof. No purported reservation of rights incorporated in or accompanying any submission shall have any force or effect.

CODE OF CONDUCT The following rules, policies, and disclaimers shall govern and/or apply to your use of the Online Services.

You agree, by using the Online Services, that: (1) you will only use the Online Services for lawful purposes, in compliance with applicable laws, for your own personal, non-commercial use; (2) you will not use the Online Services in connection with an agreement with other individuals to wager any money or other thing of value; (3) you will not restrict or inhibit any other user from using or enjoying the Online Services (for example, by means of harassment, hacking, interfering, adversely affecting, or defacement); (4) you will not use the Online Services to create, upload, or post any material that is knowingly false and/or defamatory, inaccurate, abusive, vulgar, obscene, profane, hateful, harassing, sexually oriented, threatening, invasive of one's privacy, in violation of any law, or is inconsistent with community standards; (5) you will not post, upload, or create any copyrighted material using the Online Services unless you own the copyright in and to such material; (6) you will not post, upload, or transmit any information or software that modifies or alters the Online Services in any way or that contains a virus, worm, timebomb, cancelbot, trojan horse or other harmful, disruptive, or deleterious component; (7) you will not post, upload, create, or transmit materials in violation of another party's copyright or other intellectual property rights; (8) you will not cheat or utilize any unauthorized robot, spider, or other program in connection with the Online Services; (9) you will not impersonate any other individual or entity in connection with your use of the Online Services, and (10) you will not provide assistance, guidance, or instruction to any other individual or entity regarding any of the above. All determinations will be made by the Company in its sole discretion.

When we provide Online Services involving user-created content ("UGC"), we do not review every piece of UGC, nor do we confirm the accuracy, validity, or originality of the UGC posted. We do not actively monitor the contents of the postings, nor are we responsible for the content of any postings. We do not vouch for, nor do we warrant the validity, accuracy, completeness, or usefulness of any UGC. The contents of the postings do not represent the views of the Company, its subsidiaries, or any person or property associated with the Company, the Online Services, or any website in the Company's family of websites. If you feel that any posting is objectionable, we encourage you to use associated report functions or contact us by visiting Take-Two Support or Social Point Support. We will remove objectionable content if we deem removal to be warranted. Please understand that removal or editing of any content is a manual process and might not occur immediately or at all. The Company is not responsible for any content posted, or actions taken, by any other User that impacts you or your use of the Online Services. We reserve the right to remove (or not) any UGC or content for any (or no) reason whatsoever. You remain solely responsible for your UGC, and you will accordingly be responsible and liable to the Company and its agents with respect to any claim based upon the transmission of your UGC. Posting of advertisements, chain letters, pyramid schemes, solicitations, the same note more than once or "spamming," and the like, are inappropriate and forbidden on the Online Services (including bulletin boards and chat rooms).

To the fullest extent allowed by applicable law, your use of the Online Services is at your own risk and the Company is not responsible for any loss, damage, or unsatisfactory performance related to the Online Services.

We reserve the right to reveal your identity (including whatever information we know about you) without notice to you in certain circumstances set forth in our Privacy Policy. Please visit www.take2games.com/privacy for more details.

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MAKING PURCHASES If you wish to purchase products or services described in the Online Services, you may be asked to supply certain information including credit card or other payment information. You agree that all information that you provide will be accurate, complete, and current. You agree to pay all charges, including shipping and handling charges, incurred by users of your credit card or other payment mechanism at the prices in effect when such charges are incurred. You will also be responsible for paying any applicable taxes relating to your purchases. Please review the Company's privacy policy at www.take2games.com/privacy before submitting such information.

RINGTONES, WALLPAPERS, AND OTHER MOBILE DEVICE SERVICES & PRODUCTS Certain mobile phone handsets and carriers offer services that enable consumers to select and purchase directly through their mobile devices various digital mobile products. The Online Services may also offer the ability to select and purchase various digital mobile products that will be delivered to your mobile device. These digital mobile products offerings and products may enable the consumer to customize their mobile device or mobile device service (for example with ringtones or wallpaper), or allow the consumer to select certain video or audio files that can be viewed or listened to whenever the consumer chooses. All or some of the digital mobile products offerings may not be available on, transmissible to, or compatible with all mobile devices. As a result, consumers may not be able to access, purchase or make use of all the services or offerings. Any attempt to purchase these products or services may result in mobile carrier charges being separately billed to your mobile device account for SMS messaging or other communications. In addition, the consumer may be separately billed by the mobile carrier for the actual product, service or offering selected. In the event the consumer has a call waiting and an incoming call is received while accessing or ordering any mobile product or service, such product, service or other offering may be interrupted or may not completely download. You can unsubscribe from any subscription service by following the instructions in the message or on the website related to the product. Please see <http://www.take2games.com/support> for support information regarding our 2K, Rockstar and Private Division products. Please see <http://www.socialpoint.es/community/#support> for support information regarding our Social Point products.

VIRTUAL CURRENCY AND VIRTUAL GOODS The Online Services, including software, may offer the ability to purchase and/or earn via gameplay a limited license to use virtual currency and/or virtual goods exclusively

within applicable software and services provided by the Company. Virtual currency and/or virtual goods may never be used in connection with an agreement with other individuals to wager any money or other thing of value. Such license is subject to and specifically conditioned upon your acceptance of, and compliance with, the EULA, this Agreement and any other applicable policies or agreements. All 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. See the EULA at www.take2games.com/eula for more details.

WARRANTY DISCLAIMER THE COMPANY MAY PROVIDE LINKS AND POINTERS TO INTERNET WEBSITES MAINTAINED BY THIRD-PARTIES ("THIRD-PARTY SITES") AND MAY, FROM TIME TO TIME, PROVIDE THIRD-PARTY MATERIALS ON ITS WEBSITES. NEITHER THE COMPANY, ITS PARENT OR SUBSIDIARY COMPANIES, NOR THEIR AFFILIATES, ENDORSE, TAKE RESPONSIBILITY FOR, OPERATE OR CONTROL IN ANY RESPECT ANY INFORMATION, PRODUCTS, OR SERVICES ON THESE THIRD-PARTY SITES. THE MATERIALS ON THE THIRD-PARTY SITES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. 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.

VOID WHERE PROHIBITED Although Company Online Services are accessible worldwide, not all products or services are available to all persons or in all geographic locations. The Company reserves the right to limit, in its sole discretion, the provision and quantity of any product or service to any person or geographic area it so desires. Any offer for any product or service made is void where prohibited.

YOUR RESPONSIBILITY TO THE COMPANY You are responsible and liable to the Company and its affiliated companies, officers, directors, employees, agents, licensors, and suppliers in respect of all losses, expenses, damages, and costs, including reasonable attorneys' fees, resulting from any violation by you of this Agreement. The Company reserves the right to assume the exclusive defense and control of any matter that you are responsible and liable for under this paragraph.

LITIGATION ISSUES This Agreement is entered into in the State of New York and shall be governed by, and construed in accordance with, the laws of the State of New York, exclusive of its choice of law rules.

The End User License Agreement <https://www.take2games.com/eula> contains a binding individual arbitration and class action waiver provision that affects your rights with respect to any 'Dispute' between you and the Company, and requires you and the Company to resolve Disputes in binding, individual arbitration, and not in court. You have a right to opt out of the Binding Individual Arbitration section as explained in the EULA. Please read it carefully before installing or using any Company software or services. The Binding Individual Arbitration section shall not apply to the extent prohibited by the laws of your country of residence. For any disputes not subject to binding individual arbitration, you and the Company agree to submit to the exclusive jurisdiction of the state and federal courts in New York County, New York, and to waive any jurisdictional, venue, or inconvenient forum objections to such courts (but without affecting either party's rights to remove a case to federal court if permissible). This paragraph will be interpreted as broadly as applicable law permits. For example, if you are a

resident of a European Union member state, you will benefit from any mandatory provisions of consumer protection law in the member state in which you are resident, and you can bring legal proceedings in relation to this Agreement in the courts of the member state in which you are resident. The Company has the right to prosecute civil claims against you for any violation of its End User License Agreement, the Terms of Service, the Privacy Policy, or any other governing terms and conditions related to its software and services, whether for breach of contract, violation of common law rights, or violation of any applicable state or federal statute. Any violation by you of such governing terms shall constitute an affirmative defense (whether characterized as arising at law or in equity) against any claim you might assert against the Company in connection with the Online Services.

TERMINATION The Company may terminate or suspend any and all Online Services and any registered account immediately, without prior notice or liability on thirty days' notice, or immediately for any reason beyond the Company's reasonable control or if you breach any terms and conditions of an agreement or policy governing the Software, including this Agreement, the Privacy Policy and/or the End User License Agreement. Upon termination of your account, your right to use the Online Services will immediately cease. If you wish to terminate your account, you may simply discontinue using the Online Services.

The Company may terminate any of the Online Services for any reason at all by giving at least thirty days' notice by email or on the website page entitled "Legal Notices" or "Legal Information" (or similar title), or immediately without notice for any reason beyond the Company's reasonable control.

All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers and limitations of liability.

MISCELLANEOUS In the event that any of the provisions of this Agreement are held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect. This Agreement, along with the Privacy Policy located at www.take2games.com/privacy and the EULA, constitutes the entire agreement between you and the Company pertaining to the subject matter hereof, and any and all written or oral agreements heretofore existing between you and the Company with respect to the subject matter of this Agreement are expressly canceled.

No failure or delay by the Company to enforce any rights or powers under this Agreement may be deemed a waiver of those or any other rights or powers of the Company.

The Company may modify the terms of this Agreement at any time in its sole discretion by posting a revised Agreement or, in the case of a material modification, by posting notice of such modification on the website page entitled "Legal Notices" or "Legal Information" (or similar title) before the modification takes effect.

DESIGNATED AGENT UNDER THE DIGITAL MILLENNIUM COPYRIGHT ACT The Digital Millennium Copyright Act ("DMCA") provides a mechanism for notifying service providers of claims of unauthorized use of copyrighted materials. Under the DMCA, a claim must be sent to the service provider's designated agent. If you believe in good faith that the Company should be notified of a possible online copyright infringement involving any Online Service, please notify the Company's designated agent:

Service Provider: Take-Two Interactive Software, Inc.

Address of Designated Agent:

Take-Two Interactive Software, Inc. 110 W 44th Street New York, New York 10036 United States of America
Attention: General Counsel Telephone Number of Designated Agent: 646-536-2842 Facsimile Number of
Designated Agent: 646-941-3566 Email Address of Designated Agent: copyright@take2games.com

Please be aware that, in order to be effective, your notice of claim must comply with the detailed requirements set forth in the DMCA. You are encouraged to review them (see 17 U.S.C. Sec. 512(c)(3)) before sending your notice of claim.

To meet the notice requirements under the DMCA, the notification must be a written communication that includes the following: (1) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (2) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site; (3) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; (4) Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number and, if available, an electronic mail address at which the complaining party may be contacted; (5) A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and (6) A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

REPEAT INFRINGER POLICY In accordance with the DMCA and other applicable law, the Company has adopted a policy of terminating, in appropriate circumstances and at Company's sole discretion, registered accounts deemed to be repeat infringers. The Company may also at its sole discretion limit access to the Online Services and/or terminate the account of anyone who infringes any intellectual property rights of others, whether or not there is any repeat infringement.

PATENT INFORMATION U.S. Patent No. 10,195,520; U.S. Patent No. 9,805,067; U.S. Patent No. 9,839,838; U.S. Patent No. 9,814,967; U.S. Patent No. 9,855,499; U.S. Patent No. 8,142,268; U.S. Patent No. 8,678,894; U.S. Patent No. 10,471,357; U.S. Patent No. 8,847,958; U.S. Patent No. 9,251,622; U.S. Patent No. 8,390,621; U.S. Patent No. 10,395,410; U.S. Patent No. 8,941,664; U.S. Patent No. 9,922,141; U.S. Patent No. 8,237,722; U.S. Patent No. 8,368,693; U.S. Patent No. 9,349,214; U.S. Patent No. 7,884,275; U.S. Patent No. 8,684,819; U.S. Patent No. 10,150,039; U.S. Patent No. 8,016,664; U.S. Patent No. 9,684,975; U.S. Patent No. 9,928,641; U.S. Patent No. 9,901,831; U.S. Patent No. 9,977,795; U.S. Patent No. 10,503,963; U.S. Patent No. 10,427,046; Patent Pending. All rights reserved.