

 XBOX 360

XBOX
LIVE

CALL OF DUTY 2



Always Remember to Play Responsibly
Online Play May Require Internet Connection



ACTIVISION

WARNING

Before playing this game, read the Xbox 360 Instruction Manual and any peripheral manuals for important safety and health information. Keep all manuals for future reference. For replacement manuals, see www.xbox.com/support or call Xbox Customer Support (see inside of back cover).

Important Health Warning About Playing Video Games

Photosensitive Seizures

A very small percentage of people may experience a seizure when exposed to certain visual images, including flashing lights or patterns that may appear in video games. Even people who have no history of seizures or epilepsy may have an undiagnosed condition that can cause these "photosensitive epileptic seizures" while watching video games.

These seizures may have a variety of symptoms, including lightheadedness, altered vision, eye or face twitching, jerking or shaking of arms or legs, disorientation, confusion, or momentary loss of awareness. Seizures may also cause loss of consciousness or convulsions that can lead to injury from falling down or striking nearby objects.

Immediately stop playing and consult a doctor if you experience any of these symptoms. Parents should watch for or ask their children about the above symptoms—children and teenagers are more likely than adults to experience these seizures. The risk of photosensitive epileptic seizures may be reduced by taking the following precautions:

- Sit farther from the television screen.
- Use a smaller television screen.
- Play in a well-lit room.
- Do not play when you are drowsy or fatigued.

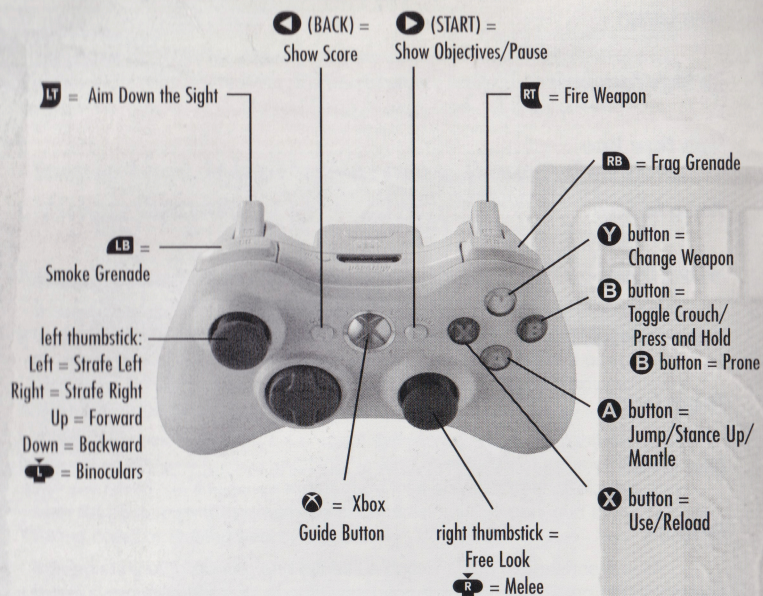
If you or any of your relatives have a history of seizures or epilepsy, consult a doctor before playing.

CONTENTS

Game Controls	2
The Single Player Game	2
Single Player Menu	3
Playing the Game	3
In-Game Display	4
Movement Controls	5
Weapon Controls	7
Other Controls	9
Multiplayer	9
Credits	11
Customer Support	14
Software License Agreement	17



GAME CONTROLS

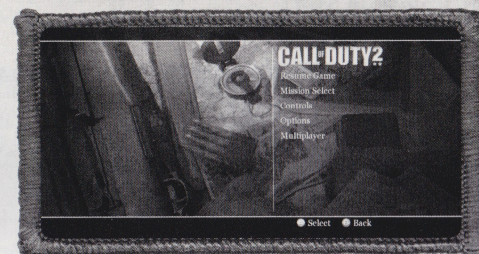


THE SINGLE PLAYER GAME

In the Single Player campaigns of the game, you are an Allied soldier in some of the fiercest combat of the Second World War. The success of your mission, and your very survival, will depend on how well you move, shoot, and perhaps most importantly, how well you work with your squad mates. To start a Single Player game, select **Single Player** from the Main Menu.

SINGLE PLAYER MENU

From this menu you can launch new campaigns, resume games in progress, switch to the Multiplayer portion of *Call of Duty 2*® or access the configuration options.



New Game—This option appears when you haven't yet started playing the Single Player portion of the game. Selecting this starts you on your way.

Resume Game—Load the game you were playing from your last Save Point so you can continue your progress through the campaigns. This option is displayed only after starting a mission.

Mission Select—Start a new *Call of Duty 2* game from the beginning of the first campaign, or play any mission you currently have unlocked. After selecting your mission, choose your difficulty level from one of the four options available.

Controls—Choose this option to change your controller preferences such as stick and button layout, as well as look sensitivity and inversion.

Options—Choose this option to toggle auto-aim, controller vibration, subtitles and crosshair and to select your save device.

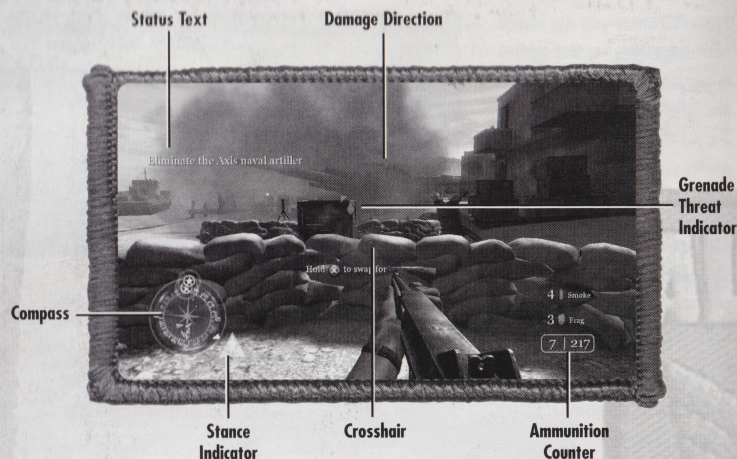
Multiplayer—Switches you to the Multiplayer menu.

PLAYING THE GAME

Before each mission, you will receive a briefing. They're frequently in the form of orders from your superiors, or personal journal entries. The briefings often provide crucial information about your objectives and the dangers you'll face. Study them carefully. They could save your life.



IN-GAME DISPLAY



Compass—The Compass is useful for helping you navigate, locate your objectives and increase your situational awareness. In addition to showing the direction you're facing, it also shows the location of nearby allies (green arrows) and enemies (red dots). Your current objective is marked with a gold star.

Stance Indicator—The triangle-shaped icon displays your current stance in the game. The icon will show Standing, Crouching or Prone, depending on the stance you choose.

Status Text—Throughout the game, updates appear in the upper-left corner of the screen. These include changes in mission objectives and other alerts.

Ammunition Counter—The box in the lower right-hand section of the screen is your ammo counter. The first number indicates how many rounds are in your current weapon. The second number indicates the total number of rounds available for that weapon.

Crosshair—Use your crosshair to aim your weapon at your enemies. When you run or walk, your crosshair disappears because you're moving. When you stop moving, you automatically steady your weapon and your crosshair narrows. It's often wisest to fire when completely stopped to ensure accurate shots (and to conserve ammo). Crouching or lying prone also keeps your crosshair focused, and it's advisable to use these positions whenever possible. If you move your crosshair over an ally who's close to you, you'll see your crosshair change to the image of a person. Press the **Use** button (the **X** button) to ask individuals to move out of your line of sight.

Damage Direction—When you take damage from enemy fire, a red arrow will appear near the center of the screen indicating the general direction from which you were hit. If the arrow points upward, the enemy is in your forward arc. If the arrow points downward, the enemy is hitting you from behind.

Use Icon—This indicator appears when there's an item you can pick up or use. This could be anything from secret documents to a weapon or vehicle. To use the desired item, press your **Use** button (the **X** button). In the case of some items, such as a climbing rope, you must press and hold the **Use** button.



Grenade Threat Indicator—Hand grenades are a vital part of combat. Grenades get thrown into your area from various locations.

Note: The arrows indicate the location of grenades landing near you.

Health System—The red Damage Direction arrows on your screen are the first indication you're taking damage. Further signs your character is close to death include heavy breathing, heart palpitations and blurred vision. *Call Of Duty 2* will display a message when this happens the first few times only. Then, it's up to you to find cover as soon as possible if these occur. Doing so will allow your health to return to normal after a brief rest, provided you're not taking any more damage.

MOVEMENT CONTROLS

The default movement buttons are as follows:

COMMAND	DEFAULT BUTTON	DESCRIPTION
Forward	up on left thumbstick	Walk forward.
Backpedal	down on left thumbstick	Walk backward.
Move Left	left on left thumbstick	Sidestep to the left.
Move Right	right on left thumbstick	Sidestep to the right.
Stand/Jump	A button	Jump or stand upright from Crouching or Prone.
Go to Crouch	B button	Crouch from Standing or Prone.
Go to Prone	B button (hold)	Lie prone from Standing or Crouched.
Free Look/Aim	right thumbstick	Look around and aim your weapon.

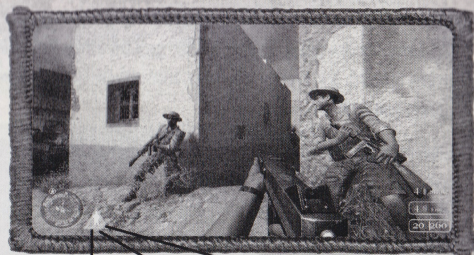
STANCES

You'll quickly learn that the soldier who stands tall on the battlefield often winds up dead. A shrewd player will make good use of both the Crouch and Prone stance positions in battle to keep cover and move without exposing him or herself to enemy fire. Bear in mind that while Crouched or Prone, you'll be harder to hit, but won't move as fast as when you're standing up. Additionally, while Prone, you'll move very slowly and won't be able to fire while moving.

Important Tip: Always use available cover! Crouching behind trees and brush can keep the enemy from spotting you. Getting behind bulletproof objects can save you from gunfire and shrapnel.

MANTLE SYSTEM

When you approach some obstacles, an arrow will appear on your screen indicating to hit your **Jump** button (the **A** button) to automatically jump over the obstacle in front of you.



Crouched



Prone



Standing

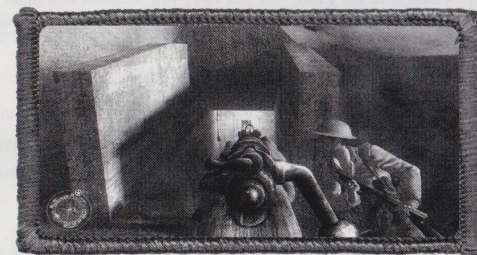
WEAPON CONTROLS

The default weapon-related buttons are as follows:

COMMAND	DEFAULT BUTTON	DESCRIPTION
Attack	RT	Fire weapon.
Aim Down the Sight	LT	Hold down and release to switch between Aim Down the Sight and From the Hip firing modes.
Melee Attack	click the right thumbstick	Strike the enemy with the butt of your gun.
Reload Weapon	X button	Reload weapon.
Throw Frag Grenade	RB	Throws a Frag Grenade.
Throw Smoke Grenade	LB	Throws a Smoke Grenade.
Change Weapon	Y button	Switch between your weapons.
Binoculars/Hold Breath	click the left thumbstick	Hold down to use binoculars, or when using a sniper scope, press and hold to hold your breath and steady your aim.

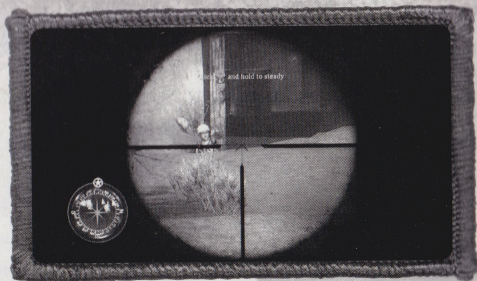
AIMING DOWN THE SIGHT (ADS)

Every gun has an Aim Down the Sight mode. This brings the weapon up from your hip to your face so you can look down the sight (or into the scope, in the case of sniper rifles). Aiming down the sight gives you a slight zoom effect, enabling you to be more accurate. However, while aiming down the sight, you will move much slower than normal. The default button for **Aim Down the Sight** is **LT**.



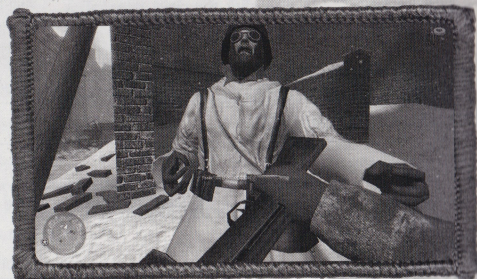
HOLDING YOUR BREATH

The sniper scope magnifies your smallest movements, making it difficult to draw a bead on a distant target. You can steady your aim by **holding your breath** (click and hold the left thumbstick) for a short time.



MELEE ATTACK

When the enemy is right on top of you, it can be difficult to aim your weapon and defend yourself properly. In these situations, use your **Melee attack** (click the right thumbstick) to strike the enemy with the butt of your weapon.



CHANGE WEAPON

Throughout the game, you can carry two weapons at a time. Press **Change Weapon** (the **Y** button) to switch between the weapons you're carrying.

RELOADING YOUR WEAPON

When your weapon runs out of ammunition, you will automatically reload. Watch your ammo counter carefully! Reloading in the middle of a firefight takes time and leaves you unable to defend yourself. You can manually reload your weapon between fights with the **Reload** button (the **X** button).

SWAPPING WEAPONS & PICKING UP ITEMS

When you see a weapon on the ground, you can swap it for one of your two main weapons. To swap weapons, move your crosshair over the weapon, and when you see the Use Indicator, press and hold the **Use** button (the **X** button). You'll drop your current weapon and pick up the new weapon. Picking up items is as simple as pointing your crosshair at the item and pressing and holding the **Use** button, or, in the case of ammunition, walking over it.

STATIONARY WEAPONS & VEHICLES

To use a stationary weapon (such as an MG42 machinegun) or vehicle, move toward it until you see the Use Icon. Press and hold the **Use** button (the **X** button) to take control. Fire the weapon with the normal attack command. Press the **Use** button again to abandon the weapon or vehicle.

SMOKE GRENADES PROVIDE CONCEALMENT

You can decide which grenade is best for the current combat situation. Once obtained, switching to smoke grenades (**A**) will provide a temporary cloud of smoke for you and your squad to maneuver in unseen.

OTHER CONTROLS

COMMAND	DEFAULT BUTTON	DESCRIPTION
Show Objectives	P	Pause your game and bring up a list of your mission objectives in Single Player.
Use	X button	Use, pick up, drop off and otherwise interact with items and vehicles.

SHOW OBJECTIVES/PAUSE

Throughout your campaign, mission objectives will change. Press the **Show Objective** button (**P**) to pause the game, show your mission objectives and give you a status on each one.

- Incomplete or in-progress mission objectives appear in white text.
- Completed mission objectives appear in gray text.

MULTIPLAYER

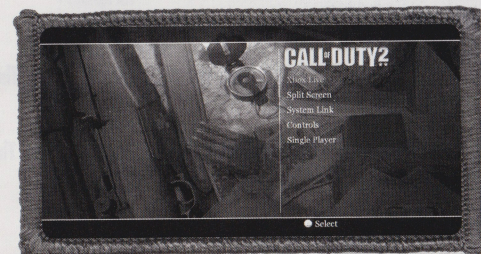
This section of the manual will guide you through the multiplayer portion of *Call of Duty 2*.

XBOX LIVE®

Play anyone and everyone, anytime, anywhere on Xbox Live. Build your profile (your gamer card). Chat with your friends. Download content at Xbox Live Marketplace. Send and receive voice and video messages. Get connected and join the revolution.

Family Settings

These easy and flexible tools enable parents and caregivers to decide which games young game players can access based on the content rating. For more information, go to www.xbox.com/familysettings.



Connecting

Before you can use Xbox Live, connect your Xbox console to a high-speed Internet connection and sign up to become an Xbox Live member. For more information about connecting, and to determine whether Xbox Live is available in your region, go to www.xbox.com/live.

Find Standard Match—Choose this option to find an unranked match you can invite friends to.

Find Ranked Match—Choose this option to find a ranked match for competitive play. Friends cannot be invited to join a ranked match.

Gametype—Select the gametype you want to play. Random, Deathmatch, Team Deathmatch, CTF, Headquarters or Search and Destroy.

After selecting either Standard or Ranked Match, you'll be taken to an Xbox Live Lobby to wait for other players to join. Please note that *Call of Duty 2* supports up to eight players online over Xbox Live.

SPLIT SCREEN

Select Split Screen to go to the Xbox Guide to sign everyone in. From there, you'll have the following options.

Start Game—Selecting this option starts the match.

Location—Select the location you'd like the match to take place in.

Gametype—Here you can select the gametype you want to play. Random, Deathmatch, Team Deathmatch, CTF, Headquarters or Search and Destroy.

SYSTEM LINK

Join Game—This option takes you to the Server Screen. The Server Screen will help you find a game to join.

Create Game—This option allows you to create a game. The game options are identical to the Split Screen.

CONTROLS

Select this option to edit the Game Controls.

SINGLE PLAYER

Select this option to go back to the Single Player menu.

Note: By playing online, you must leave the Activision-controlled environment in Call of Duty 2. The game's content has been rated for Teen audiences, but the content of the game may change during online play due to, among other things, interactive exchanges. Activision and Infinity Ward take no responsibility for content external to the game itself.

INFINITY WARD

Design Lead
Zied Rieke

Engineering Lead
Jason West

Executive Producer
Vince Zampella

Art Lead
Michael Boon

Art Director
Richard Kriegler

Audio Lead
Marc Ganus

ENGINEERING
Programming Leads
Robert Field
Francesco Gigliatti
Earl Hammon, Jr.

Programming
Richard Baker
Chad Barb
Ben Bastian
Hyun Jin Cho
Joel Gompert
Brian Langevin
Sarah Michael
Bryan Pearson—Sound
Jon Shiring—Multiplayer

Additional Programming
Bryan Kuhn
Preston Glenn
Chad Grenier
Mackey McCandlish
Brent Mcleod

Level Design & Gameplay Scripting
Brent Mcleod
Brian Gilman
Chad Grenier
Geoff Smith
Jon Porter
Keith "Ned" Bell
Mackey McCandlish
Mohammad "BadMofo" Alavi
Nathan Silvers
Preston Glenn
Rodney Houle
Roger Abrahamsson
Steve Fukuda
Todd Alderman
Zied Rieke

CREDITS

Multiplayer Design Lead
Todd Alderman

Animation
Ursula Escher
Chance Glasco
Mark Grigsby
Paul Messerly
Zach Volker
Harry Walton
Lei Yang

Technical Animation
Richard Cheek
Eric Pierce

Environmental Art Lead
Chris Cherubini

Art
Brad Allen
Peter Chen
James Chung
Joel Emslie
Chris Hassell
Jeff Heath
Oscar Lopez
Taehoon Oh
Sami Onur
Velinda Pelayo
Richard Smith
Jiwon Son
Theerapol Srisuphan

Visual Effects
Robert A. Gaines

Concept Art
Brad Allen and Paul Messerly

Additional Art/Animation
Michael Anderson
Jason Boesch
Josh Lokan
Steven Giesler

MANAGEMENT

CEO
Grant Collier

CCO
Vince Zampella

CTO
Jason West

Producer
Eric Riley

Associate Producer
Eric Johnsen

Associate Producer
Patrick Lister

Associate Producer
Dan Smith

System Administrator
Bryan Kuhn

Office Manager
Janice Turner

Senior Recruiter
Michael Nichols

Executive Assistant
Lacey Bronson

MUSIC

Composed & Produced by
by Graeme Revell

Arrangements & Programming
Boris Elkis

Orchestrations
Tim Simonec

Music Preparation
Gregg Nestor and Dominik Hauser

Music Editing
Ashley Revell

Recorded in
Bratislava, Slovak Republic

Orchestra Manager
Marian Turner

Conducted by
Allan Wilson

Recording Engineer
Peter Fuchs

Sessions Coordinated by
Paul Talkington

Mixed in Los Angeles by
Mark Curry

Special Thanks to
Mark Ganus, Tom Hays,
Tim Riley and Thaine Lyman

SCRIPT

Scriptwriting
Michael Schiffer

Additional Scriptwriting
Steve Fukuda, Zied Rieke

TESTERS

Winyan James
Alexander Sharrigan
Kevin Pai
Clive Hawkins, Ed Hamner
Vaughn Vartanian

VOICE

Voice Direction/Dialog Engineering
Keith Aram

Additional Voice Direction
Steve Fukuda

Voice Editing/Integration
Linda Rosemeier

Additional Voice Editing
Mauricio Balvanera

Recording Facilities
PCB Productions

Casting & Signatory Services
Digital Synapse

Voice Talent
Michael Cudlitz
Rick Gomez
Frank John Hughes
James Madia
Ross McCall
Rene Moreno
Richard Speight Jr.
Josh Gomez
Jack Angel
David Cooley
JD Cullum
Harry Van Gorkum
Michael Gough
Mark Ivanir
Matt Linquist
John Mariano
Noland North
Chuck O'Neil
Phil Proctor
Garan Reilly
John Rubinow
Hans Schoeber
Thomas Schumann
Julian Stone
James Patrick Stuart
Courtney Taylor
Kai Wallf

Models

David Mutchler
Jarom Ellsworth
John Dugan
Frank Kleisic
David Adkisson
Spiro Papastathopoulos
Chris Cherubini
Preston Glen
Grant Collier
Richard Smith
Change Glasco
Paul Messerly

Mohammad Alavi
Alex Sharrigan
Michael Boon
John Porter
Joel Emslie
Eric Johnsen
Frank Gigliotti
Harry Walton
Eric Pierce
Diana Dencker
Chris Wolfe
John Schwabl
Abe Schevermann.

Historical/Military Advisors

Emilio Cuesta
John Hillen
Hank Keirsey
Mike Philips

Production Babies

Baby Kyle Zampella and Mother Brigitte
Baby Dakota Volker and Mother Staci
Baby Alexandra West and Mother Adriana
Baby Ella Chung and Mother Julie
Baby Triplets: Angelo, Emma
Thaine Lyman and Mother Terri.

Focus Group Test

Derek Canaday, Cameron Woodpark, Raine
Walt, David Perlich, Greg Nelson and
Milton Valencia

ACTIVISION

PRODUCTION

Producer

Ken Murphy

Associate Producers

Eric Lee
Ian Stevens
Steve Holmes

Production Coordinators

Nathaniel McClure
Peter Muravez

Production Testers

Joshua Feinman
Rhett Chassereau

VP, North American Studios

Mark Lamia

Executive Producer

Thaine Lyman

Head of Worldwide Studios

Chuck Huebner

GLOBAL BRAND MANAGEMENT

Brand Manager
Richard Brest

Associate Brand Manager
Tim Henry

Associate Brand Manager
Ryan Wener

Director, Global Brand Management
Kim Salzer

VP, Global Brand Management
Dusty Welch

Head of Global Brand Management
Robin Kaminsky

Senior Publicist
Mike Mantarro

Publicist
Maclean Marshall

Public Relations
Neil Wood and Jan Lenaway
Step 3 Productions

Junior Publicist
Megan Korns

Director, Corp. Communications
Michelle Schroder

Sr. VP, North American Sales
Maria Stipp

Director, Trade Marketing
Steve Young

Trade Marketing Manager
Celeste Murillo

MUSIC DEPT.

Tim Riley
Brandon Young

CENTRAL LOCALIZATIONS

Vice President,
Studio Planning & Operations
Brian Ward

Senior Localization Manager,
Central Localizations
Tamsin Lucas

Central Localizations Supervisor (US)

Stephanie O'Malley Deming

Localization Project Manager
Doug Avery

Localization Tools & Support
Provided by Xloc Inc.

INFORMATION TECHNOLOGY

Vice President, IT
Neil Armstrong

IT Technician
Ricardo Romero

QUALITY ASSURANCE/ CUSTOMER SUPPORT

Project Lead
John Lagerholm

Senior Project Lead
Glenn Vistante

QA Senior Manager
Marilena Rixford

Floor Lead
Mario Hernandez

Database Manager
Giancarlo Contreras

SP Coordinator
Aaron Gorrell

MP Coordinator
Guillermo Hernandez

Day Shift Testers

Pedro Aguilar, Scott Borakove, Gerald Dia
Dennis Duchscher, Daniel Fehnskens
Teddy Hwang, Kelly Huffine, Laura Landolf
Jaxon Lopez, Matthew Lee, Steven Lynch
Jay Marini, Steven Mitchell, Miles Metoyer
Jacob Porter, Alexander Ramos
James Rose, Simon Rush, Aldo Sarellano
Mike Salwet, Melody Villaflores
Rick Holguin, Eric Kelly, Jonathan Tung

Night Shift Manager
Adam Hartsfield

Night Shift Senior Lead
Frank So

Night Shift Lead
Sean Kim

Night Shift Floor Lead
Christian Murillo

Night Shift Testers

Jeff Arroyo, Julian Bongat
Christopher Davis, Niya Green
Andre Haffevani, Peter Ireland
Gregory Jones, John MacMillan
Devin McGowan, Luis Noguez
Santiago Salvador, Kenny Treantafilos
John Zheng, Dustin Green
Jonathan Hawkins, Sean McGoldrick
Chris Molina, Katherine Zalewski
Jesse Zavala

Third Shift Manager
Jason Levine

Third Shift Lead
George "Red" Rahm

Third Shift Floor Lead
Seth Sheets

Third Shift Testers

Benjamin Abel, Tracey Allen, Maria Dalka
Marcos Delgadillo, Jonathan Gomez
Kerrick Ivory, Roger Marshall, Paris McCoy
Michael Ortiz, Mark Ruzicka, Tim Shanks
Sara Sheranian, William Tsung
Chase Warnick, Scott Winslow

Network Sr. Lead
Chris Keim

Network Lead
Francis Jimenez

Sr. Manager,
Technical Requirements Group
Marilena Rixford

Sr. Lead,
Technical Requirements Group
Sion Rodriguez y Gibson

Project Lead,
Technical Requirements Group
Aaron Camacho

Senior Tester,
Technical Requirements Group
Marc Villanueva

Testers,
Technical Requirements Group
Teak Halley, Chris Keithley
David Wilkinson, Tomo Shikami

Sr. Lead, Network Lab
Chris Keim

Network Lead
Francis Jimenez

Customer Support Lead,
Phone Support
Gary Bolduc

Customer Support Lead,
E-mail Support
Michael Hill

INFINITY WARD SPECIAL THANKS

Melissa Burkart, Louis Felix, Ryan Michael,
Ken Turner, American Society of Military
History, Long Mountain Outfitters of
Henderson, Nevada, Rusty Spitzer, Central
Casting, The Ant Farm, Len Lomell and the

Army Rangers, Rhythm&Hues, Infinity
Ward Nation and all our beloved fans.

INFINITY WARD VERY SPECIAL THANKS

To the men and women around the world
who gave their lives in defense of our
freedoms, we will never forget you.

ACTIVISION SPECIAL THANKS

Mike Griffith, Ron Doornick, Kathy
Vrabeck, Chuck Huebner, Robin Kaminsky,
Sam Nouriani, Brian Pass, Jonathan Moses,
Glenn Ige, Doug Pearson, Danny Taylor,
Eain Banks, Letty Cadena, Bryan
Jury, Peter Muravez, Jeremy Monroe,
Kekoa Lee-Creel, Taylor Livingston

ACTIVISION SPECIAL THANKS

"Rangers Lead The Way"
Len "Bud" Lomell

Chapter Briefing Historical Images provided
by Jeff Hardy and Lauren Ulin
at Floor 84 Studio. Stock footage movies
provided by Military Channel. Narrator
recorded at Little Big Room courtesy
of Marshal Lawman, Brad Gilderman,
Aaron Lepley.

"Address at the US Ranger Monument –
Commemorating the 40th Anniversary of
D-Day, Pointe du Hoc, Normandy, France"
speech courtesy of
Reagan Presidential Library.
"Order of the Day" speech courtesy of
Dwight D. Eisenhower Library.

Introduction Cinematic provided by

The Ant Farm

Rob Troy, Lisa Riznikove
Paige Bhorne



VIDEO

Uses Bink Video. Copyright © 1997–2005
by RAD Game Tools, Inc.



CUSTOMER SUPPORT

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

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

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

Note: Internet support is handled in English only.

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

Phone: (310) 255-2050

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

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

**Register your product online at www.activision.com
so we can enter you in our monthly drawing
for a fabulous Activision prize**

NOTES



JOIN OUR TEAM

Help us make
this game better.

Visit us at
www.activision.com

ACTIVISION®

SOFTWARE LICENSE AGREEMENT

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

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

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

YOU SHALL NOT:

- Exploit this Program or any of its parts commercially, including but not limited to use at a cyber cafe, computer gaming center or any other location-based site. Activision may offer a separate Site License Agreement to permit you to make this Program available for commercial use; see the contact information below.
- Sell, rent, lease, license, distribute or otherwise transfer this Program, or any copies of this Program, without the express prior written consent of Activision.
- Reverse engineer, derive source code, modify, decompile, disassemble, or create derivative works of this Program, in whole or in part.
- Remove, disable or circumvent any proprietary notices or labels contained on or within the Program.
- Export or re-export this Program or any copy or adaptation in violation of any applicable laws or regulations.

LIMITED WARRANTY. Activision warrants to the original consumer purchaser of this Program that the recording medium on which the Program is recorded will be free from defects in material and workmanship for 90 days from the date of purchase. If the recording medium is found defective within 90 days of original purchase, Activision agrees to replace, free of charge, any product discovered to be defective within such period upon its receipt of the Product, postage paid, with proof of the date of purchase, as long as the Program is still being manufactured by Activision. In the event that the Program is no longer available, Activision retains the right to substitute a similar program of equal or greater value. This warranty is limited to the recording medium containing the Program as originally provided by Activision and is not applicable to normal wear and tear. This warranty shall not be applicable and shall be void if the defect has arisen through abuse, mistreatment, or neglect. Any implied warranties prescribed by statute are expressly limited to the 90-day period described above.

EXCEPT AS SET FORTH ABOVE, THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND NO OTHER REPRESENTATIONS OR CLAIMS OF ANY KIND SHALL BE BINDING ON OR OBLIGATE ACTIVISION.

When returning the Program for warranty replacement please send the original product disc(s) only in protective packaging and include: (1) a brief copy of your dated sales receipt; (2) your name and return address typed or clearly printed; (3) a brief note describing the defect, the problem(s) you are encountering and the system on which you are running the Program; (4) if you are returning the Program after the 90-day warranty period, but within one year after the date of purchase, please include check or money order for \$20 U.S. currency per disc replacement. Note: Certified mail recommended.

In the U.S. send to: Warranty Replacements, Activision, Inc., P.O. Box 67713, Los Angeles, California 90067

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

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

U.S. GOVERNMENT RESTRICTED RIGHTS. The Program and documentation have been developed entirely at private expense and are provided as "Commercial Computer Software" or "restricted computer software." Use, duplication or disclosure by the U.S. Government or a U.S. Government subcontractor is subject to the restrictions set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clauses in DFARS 252.227-7013 or as set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software Restricted Rights clauses at FAR 52.227-19, as applicable. The Contractor/Manufacturer is Activision, Inc., 3100 Ocean Park Boulevard, Santa Monica, California 90405.

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

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

MISCELLANEOUS. This Agreement represents the complete agreement concerning this license between the parties and supersedes all prior agreements and representations between them. It may be amended only by a writing executed by both parties. 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. This Agreement shall be construed under California law as such law is applied to agreements between California residents entered into and to be performed within California, except as governed by federal law and you consent to the exclusive jurisdiction of the state and federal courts in Los Angeles, California. If you have any questions concerning this license, you may contact Activision at 3100 Ocean Park Boulevard, Santa Monica, California 90405, (310) 255-2000, Attn: Business and Legal Affairs, legal@activision.com.

Microsoft, Xbox, Xbox 360, Xbox Live, the Xbox logos, and the Xbox Live logo are either registered trademarks or trademarks of Microsoft Corporation in the U.S. and/or in other countries.

80937.226.US