

# DISHONORED



### **Bethesda**

**A** WARNING Before playing this game, read the Xbox 360<sup>®</sup> console and accessory manuals for important safety and health information. Keep all manuals for future reference. For replacement console and accessory manuals, go to www.xbox.com/support.

#### **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 screen; use a smaller 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.

#### **ESRB Game Ratings**

The Entertainment Software Rating Board (ESRB) ratings are designed to provide consumers, especially parents, with concise, impartial guidance about the age-appropriateness and content of computer and video games. This information can help consumers make informed purchase decisions about which games they deem suitable for their children and families.

ESRB ratings have two equal parts:

- **Rating Symbols** suggest age appropriateness for the game. These symbols appear on the front of virtually every game box available for retail sale or rental in the United States and Canada.
- Content Descriptors indicate elements in a game that may have triggered a
  particular rating and/or may be of interest or concern. The descriptors appear
  on the back of the box next to the rating symbol.



For more information, visit www.ESRB.org.

### **CONTENTS**

GETTING STARTED1
STORY OVERVIEW
PLACES OF INTEREST2
KEY CHARACTERS
MENUS
HEADS UP DISPLAY
CONTROLS LAYOUT6
QUICK-ACCESS WHEEL
JOURNAL
GAMEPLAY
WEAPONS9
SUPERNATURAL POWERS 10
WITCHCRAFT & THE OUTSIDER
SHOP / UPGRADES / BLUEPRINTS
MISCELLANEOUS ITEMS OF INTEREST
THE CITY WATCH
XBOX LIVE
END USER LICENSE AGREEMENT
WARRANTY INFORMATION 17
TECHNICAL AND CUSTOMER SUPPORT

### **GETTING STARTED**

For an optimal experience, it is recommended that you install *Dishonored* to your Xbox 360 Hard Drive. Complete installation requires 5GB of Hard Drive space. To install *Dishonored* to your Xbox 360 hard drive:

1. Insert the game disc into the disc drive.

**Note** After you insert the disc, the default option is to automatically start the game. If this happens, exit the game and return to the Xbox Dashboard.

- 2. From the Xbox Dashboard, go to My Xbox.
- 3. Select the game you want to install; in this situation Dishonored.
- 4. Press the 🕐 button on your controller.
- 5. Select Install to Hard Drive.
- A progress indicator appears while your game is being installed on your hard drive.
- As soon as you launch **Dishonored**, select New Game to start a new game.

### **STORY OVERVIEW**

*Dishonored* takes place in Dunwall, an industrial whaling city in the grip of a terrible plague.

Dunwall, located on the Isle of Gristol, is the capital of the Empire of Isles, a collective of four nation-states, tightly grouped in an otherwise hostile ocean. In the years leading up to the plague, a new process was discovered for making whale oil more volatile, powering a series of astounding technological inventions. Despite Dunwall's technological prowess, the city's elite have been unable to stem the epidemic that has plunged the once-great capital into chaos. Crime and gang activity are at an all time high, and the City Watch – armed with militarized security technology – have cracked down hard on the populace. Food, whale oil and elixirs designed to fight the plague have been strictly rationed. The situation is dire.

This city is where you live... You, Corvo Attano, Royal Protector to Empress Jessamine Kaldwin.

Weeks ago, your Empress dispatched you to seek aid from Gristol's neighboring nations. Leaving the city of Dunwall, you traveled to the other Isles – Morley, Tyvia and Serkonos. Now you return to her with dreadful news...

The family silver mines haven't been producing as much, it's true. My brother Morgan and I have given it our all as they say, but apparently the quality of labor has greatly fallen since our father's time. --Lord Custis Pendleton, House of Parliament

# **PLACES OF INTEREST**

#### **DUNWALL TOWER**

Located along the Wrenhaven River that runs through the heart of the city, Dunwall Tower is the home of the Empress and other important government figures.

#### ESTATE DISTRICT

Built around a smaller tributary of the Wrenhaven River – referred to as the Serpentine – the Estate District is where Dunwall's aristocracy resides. In the center of the district is an ancient walled structure, the Boyle Estate, home to one of Dunwall's wealthiest families.





#### HOLGER SQUARE

The site of the Office of the High Overseer is home to the leader of the predominant religious group across the Isles, The Abbey of the Everyman.



#### THE FLOODED DISTRICT

Following the collapse of a water barrier, the buildings in this flooded district have mostly been vacated. It now plays host to thugs and thieves and supposedly, cultists and other practitioners of black magic as well. The City Watch has been spotted here dumping bodies of the plague-infected Weepers.



#### KALDWIN'S BRIDGE

This massive structure stretches across the Wrenhaven River. It was originally commissioned by Emperor Kaldwin, father of the Empress, but has been fortified in recent months with new Sokolov technologies.

#### KINGSPARROW ISLAND

This small island is located at the mouth of the Wrenhaven. A new lighthouse is currently being constructed here under the direction of the Royal Spymaster, Hiram Burrows.





The City Watch ain't as smart as you think. Mostly, they make their stripes fightin' young orphan kids out to steal their dinner. Any time the Watch comes up against me and the lads, or any of the other respectable outfits, it's a different story. They look the other way and whistle their way down the street. Most of 'em are afraid of a good knife fight. --Black Sally

### **KEY CHARACTERS**



#### CORVO ATTANO

The Royal Protector, Corvo Attano, is originally from the Isle of Serkonos, making him an outsider in Dunwall. Assigned to serve the Empress as a diplomatic gesture, Corvo loyally serves as a bodyguard and agent.

#### **EMPRESS JESSAMINE KALDWIN**

Empress Jessamine Kaldwin rules over an empire in turmoil. She sees it as her duty to protect her people from the plague, and she regularly spars with her Royal Spymaster over how best to deal with the crisis.



#### EMILY KALDWIN

Young daughter of the Empress, and future heiress to the throne. Emily has spent most of her childhood under the protection of Corvo.

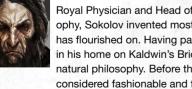
#### **HIRAM BURROWS**

The Royal Spymaster of Dunwall, Burrows is committed to ensuring his vision of Dunwall's future. He blames the City's problems on the Empress and on the laziness and disorder of the common people.

#### HIGH OVERSEER THADDEUS CAMPBELL

Dunwall's chief religious figure, High Overseer Campbell is the leader of the "Abbey of the Everyman."

#### ANTON SOKOLOV



Roval Physician and Head of the Academy of Natural Philosophy, Sokolov invented most of the new technology Dunwall has flourished on. Having painted portraits of the city's elite in his home on Kaldwin's Bridge, his talents are not limited to natural philosophy. Before the plague, "Sokolov Paintings" were considered fashionable and fetched a good price among the city's aristocracy.

# MENIIS

### MAIN MENI

#### CONTINUE

Resume your game from your last saved point.

NEW GAME

Start a new game.

#### MISSIONS

Replay selected missions that you've already completed. (Note that you'll start the missions with the equipment you had when reaching them the first time.)

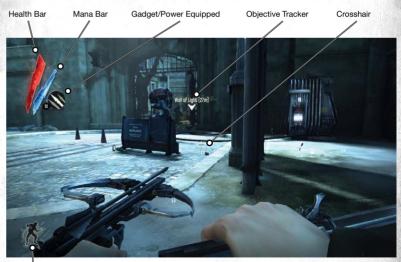
#### LOAD

Load a specific saved game. Note that while **Dishonored** will autosave at certain points, you can also save the game manually at any time when not in combat.

#### OPTIONS

Adjust gameplay, display, audio and control settings.

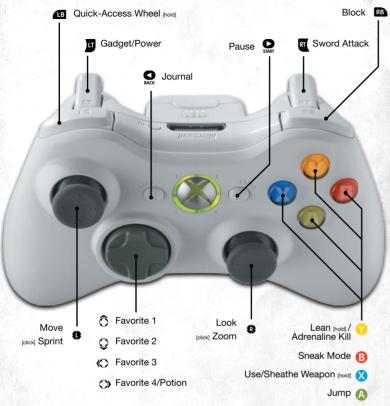
### **HEADS UP DISPLAY**



Sneak Mode



# **CONTROLS LAYOUT**



## **QUICK-ACCESS WHEEL**

The Quick-Access Wheel lets you equip any of your gadgets or powers to your left hand. From there you can also use your health or mana elixir.

You can assign shortcuts to any of your gadgets or powers by highlighting them on the wheel and pressing O.



I remember the night the dams broke and Rudshore flooded. Me and Crowley took some of the boys out there to see what we could grab. Rich people and servants running crazy, trying to carry rugs and furniture out as the waters came in. Easy money, that night. --Slackiaw. Bottle Street Gang

# JOURNAL

#### OBJECTIVES

Provides a high-level summary of your current mission. This menu also displays the goals you need to accomplish and allows you to enable/disable tracking of each one. "Mission Clues" lists useful information you have gathered so far and any missioncritical items you're currently carrying.



#### NOTES

Lists all books, audiographs and written notes you've found in the game. Books usually provide background or story information, while notes very often pertain to specific missions.

#### POWERS

Lists the supernatural powers you have acquired, and lists additional powers you can acquire or upgrade, along with their associated rune cost. In this section you will also find descriptions of all the powers and tactics related to their use.

#### **BONE CHARMS**

Displays the Bone Charms you have collected and allows you to equip them to enhance your abilities.

#### INVENTORY

Displays any keys, ammunition, elixirs, gadgets or upgrades that you have collected.









### GAMEPLAY

**Dishonored's** missions will provide you with specific goals, but each goal can be completed in numerous ways, allowing you to develop your own approach and style of play. A wide range of abilities and gadgets can be employed to support your chosen path.

#### COMBAT

Combat in *Dishonored* involves the dual-wielding of your sword and another power or gadget.

Your sword is always held in your right hand. Press to slash enemies and to block incoming attacks. Blocking just before an enemy lands a hit will result in a powerful counter that puts them off balance and allows for a quick counter-attack.



#### In your left hand, you can equip any

of your available gadgets or powers, such as the Pistol, Crossbow, Grenades, Blink or Bend Time. Press and hold I to bring up the Quick-Access Wheel, use the I to select your power or gadget, and press to activate it when in the game.

#### STEALTH

Toggle Sneak Mode by tapping <sup>(3)</sup> then hide behind cover so that enemies won't see you. While hidden behind walls and other objects, you can lean around a corner by holding <sup>(3)</sup> and flicking <sup>(4)</sup> or <sup>(3)</sup> to safely scout ahead.

Sound also factors into whether enemies will detect you, so avoid sprinting or making loud noises if you wish to remain undetected. Note that you can use sound as a way to distract enemies; fire a crossbow bolt or toss a nearby bottle in order to direct your enemies' attention in a specific direction.



Enemies will become alarmed and begin searching for you when they spot corpses and unconscious characters. To pick up an incapacitated enemy, look at the body and hold  $\bigotimes$ . Find a remote location to hide them and drop the enemy by tapping  $\bigotimes$ , or throw the body by tapping  $\bigotimes$ .

Don't forget that your powers can be useful tools for stealth. Activate Bend Time to safely pass by enemies, teleport from cover to cover with Blink, or cast Dark Vision to spot enemies ahead of you.

#### ASSASSINATION

Approaching enemies unaware enables stealthy assassination moves.

When next to an enemy that has not yet spotted you, tap  $\overline{\mathbf{u}}$  to quickly assassinate them. You can also pull off drop assassinations when falling or jumping from height; simply face the enemy as you fall toward them and tap  $\overline{\mathbf{u}}$ , when prompted, to take them down from above.

For a nonlethal approach, you can also press and hold 
when directly behind an unaware enemy to choke and render them unconscious.

### WEAPONS



Corvo's primary weapon, the sword is equally useful for both stealth assassinations and melee combat. The dense metal used to create this unique sword makes it the perfect defensive weapon to block incoming blade attacks.

#### PISTOL

SWORD



Used by officers of the City Watch, pistols are a good weapon to compliment your sword in a brawl. They can be armed with standard or explosive ammunition.



#### CROSSBOW

The crossbow is an excellent choice for silent takedowns. It can be loaded with a variety of ammunition, including regular metal bolts, sleep darts, or the more destructive incendiary bolts.

#### GRENADES



Thrown explosives are useful for killing multiple targets at once or for taking down particularly tough enemies. Its variation, the Sticky Grenade, will attach to any surface — including living creatures — before detonating.

#### SPRING RAZOR



These deadly devices act like proximity mines that can be fixed to floors, walls or creatures. When activated, the trap unleashes a flurry of blades, eviscerating anything in the vicinity.

### SUPERNATURAL POWERS

Each of these powers can be upgraded to a second level to improve its functionality.



Blink - Stealthily teleports you to a nearby location. Hold II to activate the Blink targeting icon, aim the icon with @ and release to Blink to the chosen location. Aim the Blink icon at ledges to reach higher locations, or combine Blink with a jump to pull off acrobatic maneuvers. Level two grants increased range.



Dark Vision - Reveals the outline of living beings through solid walls. In addition to displaying an enemy's field-of-view, Dark Vision also provides a visual representation of sound, making it especially useful for stealth. Level two highlights security systems and valuable objects.



Possession - Physically merges you with any creature's body for a limited time, allowing you to hide or pass through small spaces undetected. Level two allows for the possession of humans.



Bend Time - Dramatically slows the world around you for a limited time, allowing you to fight or sneak more effectively. At level two, time is completely stopped, during which enemies and security systems will be unaware of you.



Devouring Swarm - Summons a vicious swarm of rats that will consume corpses or attack the nearest living thing. Level two summons a larger, more vicious swarm of rats. Only one rat swarm can be active at a time.



Windblast - Releases a powerful blast of wind, knocking your enemies off their feet. This power will also douse fires, shatter wooden doors and reflect projectiles back at the enemy who fired them. Level two increases the power of the blast.



Shadow Kill - Each time you assassinate an unaware enemy, his body turns to ash. At level two, even enemies aware of your presence will turn to ash after being killed.



Blood Thirsty - Allows you to build up Adrenaline by blocking attacks, performing assassinations or inflicting damage. Once Adrenaline is maxed out you can unleash a deadly attack. Level two increases the rate of Adrenaline buildup and enables a double-attack that kills multiple enemies.



Agility - Enables you to jump higher. Level two allows you to run faster.



Vitality - Increases your maximum health. At level two, part of your health regenerates.

# WITCHCRAFT & THE OUTSIDER

Amidst the recent industrial surge in Dunwall, the specter of the mysterious Outsider is still present in the city's darkest corners.



RUNES: The Outsider's power is channeled through artifacts carved from whale bones, called Runes, Collecting Runes allows you to spend them on accessing new powers. Choose your powers wisely, as Runes are a rare resource.



BONE CHARMS: While exploring Dunwall you will also find Bone Charms, a lesser version of Runes that will enable you to boost some of your abilities. You can only equip a limited number of Bone Charms at any given time, though this limit can be increased during the course of the game.

# **SHOP / UPGRADES / BLUEPRINTS**



With the city falling into chaos, any miscellaneous goods you find can fetch a high price on the black market. The money you earn from pawning these items can be used to purchase new equipment upgrades.

You will also run across Blueprints while exploring Dunwall. Collect them to gain access to advanced equipment upgrades. Once a Blueprint is collected, the matching equipment upgrade will be available for purchase at Piero's workshop.

My time is greatly in demand, I assure you. The work is constant, lecturing at the Academy, painting portraits of the gentry, or supervising the installation of a new security system somewhere in the city. So if I spend a night or two at my home on Kaldwin's Bridge, pursuing my own pleasures, you'll have to forgive me. Or don't. It matters nothing to me. --Royal Physician Anton Sokolov, Academy of Natural Philosophy

### MISCELLANEOUS ITEMS OF INTEREST



**Elixirs:** Elixirs can be found throughout Dunwall and used at any time to replenish your health (red elixir) or your mana (blue elixir).



**Food:** Eating food is a quick way to restore some health. Unlike elixirs, food cannot be stored and is automatically consumed when picked up.



**Rewire tools:** These are single-use items that allow you to hack city devices. Once rewired, alarms can no longer be sounded, while Walls of Light, Arc Pylons and Watch Towers will turn against the City Watch.

I've been a nanny in some fine houses across Dunwall and I can tell you, I dread the day that some of those children grow up to run this city. Most of them are even more spoiled than their parents, and all the nannies in the world couldn't help them become decent folk.

--Callista Curnow

### THE CITY WATCH

Dunwall is littered with technology that the City Watch employs to control the populace. Depending on the situation, you may wish to avoid, disable, or rewire these devices.



#### WATCH ALARM

When activated, this simple alarm system will signal guards in the area to search for you. Switch them off to end the search, or rewire them to disable the alarm permanently.



#### WATCH TOWER

Watch towers scan the surrounding area with massive floodlights, firing flaming arrows at enemies of the City Watch. Stay out of the light to pass by undetected, or find a way to climb up and disable them.





#### WALL OF LIGHT

Only City Watch guards can pass through a Wall of Light without being instantly vaporized. Deactivate these barriers by removing their energy source, or bypass them using other creative means.

#### ARC PYLON

Arc Pylons disintegrate enemies of the City Watch that come within their proximity. Like the Wall of Light, they can be deactivated or subverted in several ways.

### **XBOX LIVE**

Xbox LIVE® is your connection to more games, more entertainment, more fun. Go to *www.xbox.com/live* to learn more.

#### CONNECTING

Before you can use Xbox LIVE, connect your Xbox 360 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/countries**.

#### 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. Parents can restrict access to mature-rated content. Approve who and how your family interacts with others online with the Xbox LIVE service, and set time limits on how long they can play. For more information, go to **www.xbox.com/familysettings**.

It's all wonderful, the new Sokolov devices. Those fierce walls of light, keeping the riffraff at bay, and now we've got electrical lighting in the evening, making our garden dinners much more pleasant. And all it costs is a bit of whale oil, simply plucked from the Ocean. It's a marvelous age to be alive. --Waverly Boyle

### NOTES

### END USER LICENSE AGREEMENT

This is a legal agreement ("Agreement") between you, the end user ("You") and ZeniMax Media Inc. through its division, Bethesda Softworks LLC ("Licensor"). This Agreement is part of a product package (the "Package") that includes one or more discs containing one or more Licensor software products (collectively, the "Product") and certain electronic and/or written materials (the "Documentation").

BY CLICKING "I AGREE", BY INSTALLING THE PRODUCT, OR BY ACCESSING OR USING THE PRODUCT OR OTHER SOFTWARE, IF ANY, PROVIDED TO YOU IN THE PACKAGE, YOU ACKNOWLEDGE THAT YOU HAVE READ ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, UNDERSTAND THEM, AND AGREE TO BE LEGALLY BOUND BY THEM. YOU UNDERSTAND THAT, IF YOU PURCHASED THE PACKAGE FROM AN AUTHORIZED RESELLER OF LICENSOR, NEITHER THE RESELLER NOR ANY OTHER THIRD PARTY IS AN AGENT OF LICENSOR, AND NO SUCH PARTY IS AUTHORIZED TO MAKE ANY REPRESENTATIONS, CONDITIONS OR WARRANTIES, STATUTORY OR OTHERWISE, ON BEHALF OF LICENSOR, OR TO VARY ANY OF THE TERMS OR CONDITIONS OF THIS AGREEMENT.

If You do not agree to the terms of this Agreement, promptly return the entire Package (with the unused Product in their original packaging) to the store where you purchased it for a refund, subject to any applicable return policies including any limitations and restrictions on returns. All returns must include all packaging, manuals and other materials provided with the Package.

If You do not agree to the terms of this Agreement, You may not use the Package or any part thereof.

#### 1. LIMITED LICENSE:

Subject to the terms and conditions of this Agreement, You are entitled to use one copy of the Product, in executable form, for Your own personal, non-commercial use. You may not sell or transfer reproductions of the Product or Documentation, or any other part of the Package to other parties in any way. You agree not to use the Product in any manner other than its intended use and/or purpose.

#### 2. OWNERSHIP; COPYRIGHT:

You agree and understand that You are provided with LICENSED RIGHTS; nothing herein shall be deemed to be a transfer of ownership of any software or proprietary materials of Licensor or its licensors. Title to and ownership of the Package, including the Product (and all parts thereof), the Documentation, and patents, trademarks, copyrights and all other intellectual property and other property rights applicable thereto, shall at all times remain solely and exclusively with Licensor and/or its licensors, and You shall not (nor shall You permit any third party to) take any action inconsistent with such title or ownership. The Product, the Documentation, and the other components of the Package are protected by United States copyright and other applicable laws and by international treaty provisions. Any rights not expressly granted herein are reserved to Licensor and/or its licensors. You may not modify or remove any proprietary rights notices of Licensor or any of its licensors.

#### **3. OTHER RESTRICTIONS:**

You may not cause or permit the sale, disclosure, copying, renting, licensing, sublicensing, leasing, disseminating, uploading, downloading, transmitting, or otherwise distributing the Product, the Documentation or any of the other components of the Package by any means or in any form, without the prior written consent of Licensor. You may not (and may not permit any third party to) modify, enhance, supplement, create any derivative works from, adapt, translate, reverse engineer, decompile, disassemble or otherwise reduce the object code form of any software provided to You to human readable form, or use parts of the software product provided as part of the Package independently of the Package or of the Product. You may not (and may not permit any third party to) avoid, circumvent or disable any security mechanism, procedure or protocol, or any copyright protection, provided or included in connection with the Package or any parts thereof.

You shall not create any new materials using any Product content ("New Material") that infringe upon the rights of others, or that are libelous, defamatory, harassing, or threatening. If You distribute or otherwise make available New Material to others, You automatically grant to Licensor the irrevocable, perpetual, royalty-free, sublicensable right and license under all applicable copyrights and intellectual property rights laws to use, reproduce, modify, adapt, perform, display, distribute and otherwise exploit and/or dispose of the New Material (or any part of the New Material) in any way Licensor, or its respective designee(s), sees fit. You also waive and agree never to assert against Licensor or its licensees any moral rights or similar rights, however designated, that You may have in or to any of the New Material. As noted below, if You commit any breach of this Agreement, Your license and this Agreement shall automatically terminate, without notice.

Your breach of this Section shall constitute a material breach of this Agreement and/or of applicable copyright and other intellectual property rights laws and treaties, and may subject You to civil and criminal liability.

#### 4. TERMINATION:

This Agreement and the licenses granted under this Agreement are effective until terminated. They shall terminate automatically without notice if You fail to comply with any provision of this Agreement. Upon termination You shall immediately cease using the Product, and destroy the Product, the Documentation, and the other parts of the Package, and all copies of any parts thereof.

#### 5. GENERAL:

This Agreement constitutes the entire understanding between Licensor and You with respect to subject matter hereof. Any change to this Agreement must be in writing, signed by Licensor and You. Terms and conditions as set forth in any purchase order which differ from, conflict with, or are not included in this Agreement, shall not become part of this Agreement unless specifically accepted by an authorized representative of Licensor in writing. You shall be responsible for and shall pay, and shall reinduced in this any tax that is based on Licensor' net income), assessment, duty, tariff, or other fee or charge of any kind or nature that is levied or imposed by any governmental authority on the Package. No waiver of Licensor' You understand that the Product may contain confidential information and/or trade secrets of Licensor; You agree to maintain and protect such confidential information and trade secrets in strictest confidence for the benefit of Licensor.

All disclaimers of warranty and Sections 2, 3, 5, 6, and 8 shall survive any termination of this Agreement. If any provision of this Agreement is held to be invalid, unenforceable, or not to be compliant with requirements of local law that may not be varied by contract, it shall be deemed severed from this Agreement, and deemed replaced with a substitute provision that retains to the maximum extent possible, the effect, scope and economic benefit of the severed provision consistent with applicable law. All other provisions shall continue in full force and effect.

All notices and demands to Licensor hereunder shall be in writing and shall be served by personal service or by mail at the address first set forth in this Agreement (or at such different address as may be designed by Licensor from time to time by written notice) - Attn: Executive Vice President - Legal. All notices or demands by mail shall be by certified or registered mail, return receipt requested, or by nationally/internationally recognized express courier, and shall be deemed complete upon receipt.

#### 6. EXPORT AND IMPORT COMPLIANCE:

You are solely responsible for compliance with the export control laws and regulations of the United States and Your locality. In the event You export the Product, the Documentation or any other part of the Package from the country in which You first received it; You assume the responsibility for compliance with all applicable export and re-export regulations, as the case may be.

#### 7. SUPPORT SERVICES.

Support services, if any, provided by Licensor shall be subject to the terms of this Agreement and Licensor' current support policies. Licensor provides all support services solely on an "AS IS" basis.

#### 8. GOVERNING LAW; ARBITRATION:

This Agreement and Your use of the Package, and all disputes arising out of or related to this Agreement or the Package (or any part thereof) shall be governed by, and any arbitration hereunder shall apply, the laws of the State of Maryland, USA, excluding (a) its conflicts of laws principles; (b) the United Nations Convention on Contracts for the International Sale of Goods: (c) the 1974 Convention on the Limitation Period in the International Sale of Goods; and (d) any Protocol amending the 1974 Convention. Any dispute, controversy or claim arising out of or relating to this Agreement or the Package (or any part thereof), including its interpretation, performance or termination, shall be finally resolved by arbitration. The arbitration shall be conducted by three (3) arbitrators, one to be appointed by Licensor, one to be appointed by You and a third being nominated by the two arbitrators so selected or, if they cannot agree on a third arbitrator, by the President of the American Arbitration Association ("AAA"). The arbitration shall be conducted in English and in accordance with the then-current arbitration rules of the AAA applicable to the dispute (such as, for example, the AAA international rules if You are not a United States resident). The arbitration, including the rendering of the award, shall take place in Rockville, Maryland USA, and Rockville. Maryland USA shall be the exclusive forum for resolving any such dispute, controversy or claim; however, if You are a resident of the European Community, the arbitration shall take place in London, England. The decision of the arbitrators shall be binding upon the parties hereto, and the expense of the arbitration (including without limitation the award of attorneys' fees to the prevailing party) shall be paid as the arbitrators determine. The decision of the arbitrators shall be executory, and judgment thereon may be entered by any court of competent jurisdiction. Notwithstanding anything contained in this Paragraph to the contrary. Licensor shall have the right to institute judicial proceedings against You or anyone acting by, through or under You, in order to enforce Licensor' rights hereunder through reformation of contract, specific performance, injunction or similar equitable relief.

### WARRANTY INFORMATION

#### Limited Warranty

Bethesda Softworks LLC, a ZeniMax Media company ("Bethesda Softworks") warrants to you, the original purchaser of this disc and the game software encoded thereon ("Game"), that under normal use the Game will perform substantially as described in the accompanying manual for a period of 90 days from the date of purchase ("Warranty Period"). This Limited Warranty: (a) does not apply if the Game is used for a business or commercial purpose; and (b) is void if failure of the Game has resulted from accident, abuse, virus or misapplication.

#### **Exclusive Remedy and Limitation of Liability**

Warranty claims must be made to the retailer from whom you purchased the Game. You must return the Game to your retailer during the Warranty Period, together with a copy of the original sales receipt and an explanation of the difficulty you are experiencing with the Game. At its option, the retailer may either repair or replace the Game. Any replacement Game will be warranted for the remainder of the original Warranty Period or 30 days, whichever is longer. Bethesda Softworks' and its licensors' and suppliers' entire liability and your exclusive remedy shall be, at the retailer's option, the repair or replacement of the Game that does not meet this Limited Warranty and is properly returned to the retailer. Outside the United States, neither of these remedies nor any product support services are available without proof of purchase from an authorized international source.

#### Warranty Protection

To be eligible for warranty protection hereunder, you must register at www.bethsoft.com within thirty (30) days of purchase. Failure to register within thirty (30) days of purchase shall result in the loss of your warranty protection. Warranty protection is available only to you, the original purchaser. In the event of any questions in this regard, Bethesda Softworks reserves the exclusive right to determine warranty eligibility and appropriate redress, if any.

#### NO OTHER WARRANTIES, CONDITIONS OR DUTIES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BETHESDA SOFTWORKS AND ITS LICEN-SORS AND SUPPLIERS DISCLAIM ANY AND ALL OTHER WARRANTIES, CONDITIONS AND DUTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGE-MENT, OR NON-MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY.

#### Exclusion of Consequential, Incidental and Certain Other Damages

To the full extent allowed by law, neither Bethesda Softworks and nor its licensors and suppliers are liable for any: (a) consequential or incidental damages, (b) damages for loss of any nature relating to lost profits, loss of data, privacy or confidentiality, or failure to achieve desired results or to meet any duty, including but not limited to any duty of lack of negligence or of workmanlike effort, or (c) indirect, special or punitive damages; arising out of or relating in any way to any breach of this Limited Warranty. The foregoing applies even if Bethesda Softworks or its licensors and suppliers have been advised of the possibility of such losses or damages. Some jurisdictions do not allow limitations as to how long an implied warranty lasts and/or exclusions or limitations of consequential or incidental damages so the above limitations and/or exclusions of liability may not apply to you. This Limited Warranty gives you specific rights, and you may also have other rights that vary from jurisdiction to jurisdiction.

### TECHNICAL AND CUSTOMER SUPPORT

For technical and customer support, please call 410-568-3685, 9:00 am to 5:00 pm Eastern time Monday through Friday, excluding holidays or visit **www.bethsoft.com**. If you are outside the United States, send your Game disc to Bethesda Softworks, 1370 Piccard Drive, Suite 120, Rockville, MD 20850, USA, together with a dated proof of purchase, your product number, a brief description of the error or defect, and your return address.



Lomma mouth the matter of the Microsoft and the second and the second streams of the se