



NINTENDO DS™

Activision Inc.  
P.O. BOX 67713  
Los Angeles, CA 90067  
PRINTED IN U.S.A.

EmuMovies

81459.260.US

DREAMWORKS

NTR-AH5E-USA

# OVER THE HEDGE™



INSTRUCTION BOOKLET

ACTIVISION

**PLEASE CAREFULLY READ THE SEPARATE HEALTH AND SAFETY PRECAUTIONS BOOKLET INCLUDED WITH THIS PRODUCT BEFORE USING YOUR NINTENDO® HARDWARE SYSTEM, GAME CARD OR ACCESSORY. THIS BOOKLET CONTAINS IMPORTANT HEALTH AND SAFETY INFORMATION.**

**IMPORTANT SAFETY INFORMATION: READ THE FOLLOWING WARNINGS BEFORE YOU OR YOUR CHILD PLAY VIDEO GAMES.**

### **WARNING - Seizures**

- Some people (about 1 in 4000) may have seizures or blackouts triggered by light flashes or patterns, such as while watching TV or playing video games, even if they have never had a seizure before.
- Anyone who has had a seizure, loss of awareness, or other symptom linked to an epileptic condition should consult a doctor before playing a video game.
- Parents should watch when their children play video games. Stop playing and consult a doctor if you or your child have any of the following symptoms:

**Convulsions  
Altered vision**

**Eye or muscle twitching  
Involuntary movements**

**Loss of awareness  
Disorientation**

- To reduce the likelihood of a seizure when playing video games:
  1. Sit or stand as far from the screen as possible.
  2. Play video games on the smallest available television screen.
  3. Do not play if you are tired or need sleep.
  4. Play in a well-lit room.
  5. Take a 10 to 15 minute break every hour.

### **WARNING - Radio Frequency Interference**

The Nintendo DS can emit radio waves that can affect the operation of nearby electronics, including cardiac pacemakers.

- Do not operate the Nintendo DS within 9 inches of a pacemaker while using the wireless feature.
- If you have a pacemaker or other implanted medical device, do not use the wireless feature of the Nintendo DS without first consulting your doctor or the manufacturer of your medical device.
- Observe and follow all regulations and rules regarding use of wireless devices in locations such as hospitals, airports, and on board aircraft. Operation in those locations may interfere with or cause malfunctions of equipment, with resulting injuries to persons or damage to property.

### **WARNING - Repetitive Motion Injuries and Eyestrain**

Playing video games can make your muscles, joints, skin or eyes hurt after a few hours. Follow these instructions to avoid problems such as tendinitis, carpal tunnel syndrome, skin irritation or eyestrain:

- Avoid excessive play. It is recommended that parents monitor their children for appropriate play.
- Take a 10 to 15 minute break every hour, even if you don't think you need it.
- When using the stylus, you do not need to grip it tightly or press it hard against the screen. Doing so may cause fatigue or discomfort.
- If your hands, wrists, arms or eyes become tired or sore while playing, stop and rest them for several hours before playing again.
- If you continue to have sore hands, wrists, arms or eyes during or after play, stop playing and see a doctor.

### **WARNING - Battery Leakage**

The Nintendo DS contains a rechargeable lithium ion battery pack. Leakage of ingredients contained within the battery pack, or the combustion products of the ingredients, can cause personal injury as well as damage to your Nintendo DS.

If battery leakage occurs, avoid contact with skin. If contact occurs, immediately wash thoroughly with soap and water. If liquid leaking from a battery pack comes into contact with your eyes, immediately flush thoroughly with water and see a doctor.

To avoid battery leakage:

- Do not expose battery to excessive physical shock, vibration, or liquids.
- Do not disassemble, attempt to repair or deform the battery.
- Do not dispose of battery pack in a fire.
- Do not touch the terminals of the battery, or cause a short between the terminals with a metal object.
- Do not peel or damage the battery label.

THIS GAME CARD WILL WORK ONLY WITH  
THE NINTENDO DS™ VIDEO GAME SYSTEM.

*The official seal is your assurance that this product is licensed or manufactured by Nintendo. Always look for this seal when buying video game systems, accessories, games and related products.*



Nintendo does not license the sale or use of products without the Official Nintendo Seal.

**Important Legal Information**

*Copying of any video game for any Nintendo system is illegal and is strictly prohibited by domestic and international intellectual property laws. "Back-up" or "archival" copies are not authorized and are not necessary to protect your software. Violators will be prosecuted.*

*This video game is not designed for use with any unauthorized copying device or any unlicensed accessory. Use of any such device will invalidate your Nintendo product warranty. Nintendo (and/or any Nintendo licensee or distributor) is not responsible for any damage or loss caused by the use of any such device. If use of such device causes your game to stop operating, disconnect the device carefully to avoid damage and resume normal game play. If your game ceases to operate and you have no device attached to it, please contact the game publisher's "Technical Support" or "Customer Service" department.*

*The contents of this notice do not interfere with your statutory rights. This booklet and other printed materials accompanying this game are protected by domestic and international intellectual property laws.*

Rev-D (1)

## Contents

Getting Started . . . . .	4
Introduction . . . . .	5
Single-Player Game . . . . .	5
Missions & Goals . . . . .	6
Playable Characters . . . . .	7
Items . . . . .	9
Enemies . . . . .	10
Hazards & Traps . . . . .	11
Wireless Multiplayer Game . . . . .	12
Credits . . . . .	14
Customer Support . . . . .	17
Software License Agreement . . . . .	19



**Descriptors**

Mild Cartoon Violence

LICENSED BY

**Nintendo**

## Getting Started

1. Insert the *Over The Hedge*™ Game Card into the Nintendo DS™ slot as described in your Nintendo DS™ instruction manual.
2. Turn the Power Button ON.

*NOTE: The Over The Hedge™ Game Card is for the Nintendo DS™ system only.*



## Introduction

Your favorite animals from *Over the Hedge*™ are back in an all-new adventure! Just when RJ and friends think life has returned to normal, the cruel Gladys Sharp returns to the neighborhood with a devious plan to destroy their forest home. It will take the combined talents of RJ, Verne and Hammy to save the hedge and defeat Gladys's new henchman, the Taxidermist.

## Single-Player Game

### Game Modes

*Over the Hedge*™ Nintendo DS™ features a single-player game, and a two-player wireless mini-game that you can play with a friend.

### Starting a New Single-Player Game

To start a new game, press the map icon on the Touch screen and then select New Game on the Touch screen.



## Game Controls

**+Control Pad** – Move/Climb/Aim

**A Button** – Use gadget/Put object down

**B Button** – Jump

**Y Button** – Pick up object/Throw object/Push platform/  
Toggle switch/Talk to NPC (context-sensitive)

**X Button** – Use special ability

**R Button** – Select Gadget (when carrying more than one Gadget)

**L Button** (Hold) – Enter targeting mode/First-person view

**START** – Pause game/View objectives

**SELECT** – Switch to other character (in missions with more than one)

**Microphone** – Generate noise to distract enemies/Wake up a fainted character.

**Touch Screen** – Switch character/Toggle microphone/Target enemy, player character or object/Pick combination lock.

## Missions & Goals

The overall goal of the game is to collect the necessary items and food to save the forest. Missions require one or two characters at a time. Once the mission is complete, you can choose to revisit the mission with different characters to reach unexplored areas and retrieve previously unreachable items.

## Success and Failure

Success and failure in a mission depends on that mission's goals. However, within any mission, if all playable characters have been knocked out, the mission is considered a failure and you have the option to try again or quit.

In missions with more than one playable character, a character who's been knocked out can be woken up by the other playable character by either using the microphone feature nearby or "tagging" the KO'ed creature directly.

## Playable Characters

**RJ the Raccoon** – There is never a jam RJ can't get out of. He has the ability to sniff out quest items, climb certain objects and, with the right Gadget, pick a combination lock.

- *Special Ability* – RJ's special ability is an acute sense of smell. When the player holds the **X** Button, RJ will sniff the air and face the nearest quest item or large source of food.
- *Additional Skills* – When RJ acquires the stethoscope he will be able to use it to open combination locks. RJ can also pick up and throw Verne while in the shell.



**Verne the Turtle** – Verne is slower than the others, but he's also stronger, more durable and less easily distracted. This cautious reptile can hide in his shell for protection at any time.

- *Special Ability* – Verne can hide inside his shell when you press the **X** Button. If he's moving or jumping he maintains his momentum and, as a result, may slide a little. While in his shell Verne is invulnerable to physical assaults but not to gas, electricity or lasers.
- *Additional Skills* – Verne can be lifted and thrown by RJ while in his shell. This maneuver allows him to hit switches that are out of reach. He's also very focused and doesn't get distracted as easily by stereo speakers or TVs, like RJ and Hammy.

**Hammy the Squirrel** – Hammy is a small and fast character with a short attention span. His inability to lift or carry heavy objects is made up by his ability to overcome obstacles and serve as a lookout.

- *Special Ability* – Hammy's special ability is his agility. While the **X** Button is held down, Hammy will run even faster.
- *Additional Skills* – Hammy is a great character to control but very susceptible to distractions, like music or TV.

## Items

**Food Loot** – Food loot is the game's "money" and is counted in "bites." Bites are used to buy items and as a secondary objective for completing the game to 100%. All food is assigned a bite value based on its size. Small food is collected on the spot while other food types need to be carried back to an exit in order to be counted toward your total. Some food items (those on plates or platters) are ruined if they're dropped.

**Mission Loot** – These "quest items" are objects that are specific to the successful completion of a mission. Mission loot can include books, toys, tools and other non-food items.

**Gadgets** – These special items are at first found only within missions, but, as the game progresses, many Gadgets will be available for purchase at a store within the Forest area. Gadgets have different effects when used. Apart from the Stethoscope, all Gadgets are one-time use only.



## Enemies

Most humans are not overly violent when it comes to woodland creatures...until they see one walking across their living room! And household pets don't generally need a special reason to chase down a wild creature they see on their turf.



**Humans** – People come in various shapes and sizes, each with their own method of dealing with household pests. Some will aggressively attack, while others will call for reinforcements. Staying out of humans' sights is usually the best plan.



**Pets** – Dogs and cats seem happy to coexist with the humans but are very protective of their territory. Aside from being domesticated they're not that different than the forest creatures. Perhaps some animal traps will work on them, too.



**The Taxidermist** – Dwayne's brother Henri (or "Awn-rie" as he likes to be called) is a very strange man who considers his taxidermy to be fine art. Don't let his artistic demeanor fool you, though—this human takes animal trapping almost as seriously as his brother did.



**Gladys Sharp** – Gladys is like most other humans, only much worse. If she sees an animal nearby, she won't hesitate to attack, call her henchman Henri for help, or both.

*Hint: Keep an eye on the bottom screen. It will show you the range a human or animal can view as well as whether or not they have noticed the forest animals.*

## Hazards & Traps

The human world is filled with all types of natural hazards.

### Hazards

**Televisions** – As the animals have become adapted to humans they've also inherited an interest in television. If you can find the remote control, you can turn a TV off, but don't be surprised if a human notices the change...

**Stereo Speakers** – It's said that music soothes the savage beast. This is true for RJ, Verne and Hammy, who'll begin to dance if left for too long within an active speaker's range. You can turn speakers off by finding the stereo cabinet and pressing its switch.



**Shock Pads** – Humans use these to train their pets not to hop on the furniture. Unfortunately, their electric sting also works on the small forest creatures. Some of them can be turned on and off with a nearby switch.

## Traps

Gladys and the Taxidermist have convinced many of the homeowners to protect their houses with pest control traps that look just like everyday objects. Some hazards and traps have temporary effects, while others can knock you out. As with hazards, many traps can be turned on and off if you can find the right switch.

## Wireless Multiplayer Game

“Capture the Food,” a wireless mini-game, can be played by two players, using only **a single copy** of *Over the Hedge*™ Nintendo DS™. (The second player only needs another Nintendo DS™ system in order to play.)

## How to Play

After selecting your favorite character to play (RJ, Verne, Hammy or Stella), navigate through the hedge maze, collecting as many items as you can within the time limit.

You can hold only five items at a time. In order to add these items to your score, you must drop what you're holding in the collection area at the top of the top screen. The player with the most items in the collection area when time is up wins!

## Controls and Abilities

**+Control Pad** – Move

**B Button** – Throw an item/shove opponent

**A Button** – Use power-up (if available)

**Abilities** – Collect items by walking over them.

You can throw items at your opponent to make him drop some of the items he's holding. If you have nothing to throw, you can still use the **B Button** at close range to shove your opponent and make him drop some of his carried items. You can even steal some of his items, once they fall.

There are two ways to put items in the collection area: You can toss the items in, one at a time, or you can walk up to the area and deposit all items at once.

**Hazards** – There are many hazards that can cause you to drop items and stun you for a short period of time. Try using pressure plates on the ground to activate a hazard near your opponent!



Developed by  
**Vicarious Visions**

**CEO/Chief  
Creative Officer**  
Karthik Bala

**President**  
Guha Bala

**Executive Producer**  
David Nathanielsz

**Producer**  
Evan Skolnick

**Associate Producer**  
Jonathan Herrmann

**Art Director**  
Di Davies

**Lead Designer**  
Jorge Diaz

**Lead Engineers**  
Gregory Oberg  
Robert Trevelyan

**Lead Artist**  
Carlos Cheek

**Lead Animators**  
Kaan Kayimoglu  
Steve Nelson

## Credits

**Designers**  
Rob Caminos  
Drew McCrory  
Jessica Lott  
Jonathan Russell

**Engineers**  
Spyros Giannopoulos  
Thomas Samstag  
Issam Khalil  
Brian Li  
Jesse Raymond  
Brandon Fulljames

**Artists**  
Chongguang Zhang  
Nate Hawkinson  
Jason Timmons  
Eric Feurstein

**Animators**  
Gary Fonville  
Travis Cameron

**Tools/Tech Support**  
Chuck Homic  
Alan Kimball  
Cory McWilliams  
Benjamin Throop

**Music**  
Shin'en Multimedia

**Sound Design**  
Michael Chrzanowski  
Michael Kwan

**Quality Assurance**  
Joe Fisher  
Allison Miller  
Brian SanLorenzo

**VV Support**  
Mandy Allcorn  
Christina Chera  
Kerry Coffey  
Lauren Costello  
Nehme Frangie  
Dawn Harrington  
Sergio Sanchez  
Jason Selwitz  
Rick Stegmann  
Ida Thornburg  
Dan Wall

**Special Thanks**  
Steve Derrick  
Chris McEvoy  
Alex Rybakov  
Jonathan Mintz  
Tim Stellmach

We would like to thank  
Edge of Reality, MK  
Productions and Womb  
Music for assets used in  
the making of this title.

**Kid-Testers**  
Zach Davis  
Shannon Fay  
Michael LeRoy  
Jacob Skolnick

**CUTSCENES  
Script**  
Jorge Diaz  
Evan Skolnick

**Storyboards/Art Direction**  
Di Davies

**Sets and Lighting**  
Brent Gibson

**Animation**  
Kaan Kayimoglu  
Adam Olshan

**Objects and Renders**  
Guillermo Lao  
Tamara Shannon  
Brent Gibson

**Music and Sound FX**  
Shin'en Multimedia

## DreamWorks Animation

Sean Bishop  
Paul Elliot  
Andrea Frechette  
Anne Globe  
Tim Johnson

Karey Kirkpatrick  
Amy Krider  
Richard La Forge  
John Moore  
Meaghan Nix  
Chevion Reese  
Rick Rekedal  
Craig Rittenbaum  
Kate Spencer

## Activision Publishing, Inc.

### PRODUCTION

**Producer**  
Lalie Fisher

**Associate Producer**  
Daniel Firestone

**Managing Producer**  
Steve Rosenthal

**Executive Producer**  
Daniel Suarez

**Senior Producer**  
Michael Fletcher

**Localization Manager**  
Matt Morton

**Senior  
Localization Manager**  
Mark Nutt

**VPs, North  
American Studio**  
Giancarlo Mori  
Laird Malamed

**MARKETING & PR  
VP, Global Brand  
Management**  
Kim Salzer

**Global Brand Manager**  
Michelle Turk

**Assoc. Brand Manager**  
Cindy Liu

**Manager,  
Activision Games**  
Lisa Fields

**Publicist,  
Activision Games**  
Blake Hennon

**Jr. Publicist,  
Activision Games**  
Lindsay Morio

### ACTIVISION SPECIAL THANKS

Amanda Barnes  
Matt Wilkinson  
Jeremy G. Evangelista  
Kelly Byrd  
Vanessa Schlais  
Suzy Luko



M. James Schulte  
Sasha Gross  
Andre Kinnebrew  
Nicole Willick  
Ken Fox  
Chris Hewish  
Daryl Heffernan  
Ron Doornink  
Kathy Vrabec  
Chuck Huebner  
Robin Kaminsky  
Mike Griffith  
Sean Bishop

**QUALITY  
ASSURANCE/  
CUSTOMER  
SUPPORT**

**Project Lead**  
Bobby Munguia

**Senior Project Lead**  
Jason "Fox" Potter

**QA Manager**  
Matt McClure

**TEST TEAM**  
**Floor Lead**  
Brandon Miller

**Testers**  
Zac Blitz  
Jacob Goldman  
Nick Cruzado  
Carey Stansfield

**Sr. Manager, Technical  
Requirements Group**  
Tim Vanlaw

**Sr. Lead, Technical  
Requirements Group**  
Sión Rodriguez y Gibson

**Project Lead, Technical  
Requirements Group**  
Aaron Camacho

**Senior Testers, Technical  
Requirements Group**

Robert Lara  
Marc Villanueva  
Kyle Carey  
Sasan Helmi

**Testers, Technical  
Requirements Group**

Brent Toda  
Christopher Keithley  
Dan Nichols  
David Wilkinson  
Jason Harris  
Keith Kodama  
Teak Holley  
Tomohiro Shikami  
Kenny Treantafilos  
Dustin Carter

**Customer Support Leads**

Gary Bolduc –  
Phone Support  
Michael Hill –  
E-mail Support

**CS/QA Special Thanks**

Jim Summers  
Jason Wong  
Marilena Rixford  
John Rosser  
Adam Hartsfield  
Jason Levine  
Nadine Theuzillot  
Ed Clune  
Brad Saavedra  
Thom Dennick  
Evan Button  
Indra Yee  
Joule Middleton

Todd Komesu  
Nicholas Westfield  
Vyente Ruffin  
Chris Keim  
Francis Jimenez  
Neil Barizo  
Chris Neal  
Willie Bolton  
Jennifer Vitiello  
Jeremy Shortell  
Mike Rixford  
Dylan Rixford  
Tyler Rivers  
Sara Button  
Traci Mills

**VOICEOVER**  
**Casting &  
Voice Direction**  
Margaret Tang,  
Womb Music

**Recording, Engineering,  
Editing, Voiceover  
Effect Design**

Rik W. Schaffer,  
Womb Music

**Voice Talent**

Shane Baumel  
Sean Bishop  
Madison Davenport  
Debi Derryberry  
Bill Farmer  
Keith Ferguson  
Jess Harnell  
Susan Boyd Joyce  
Sami Kirkpatrick  
Natalie Lander  
Drew Massey  
Paunita Nichols  
Charlie Schlatter  
Stephen Stanton  
Fred Tatasciore  
Colette Whitaker



# Customer Support

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

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

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

*Note: Internet support is handled in English only.*

**Phone:** (310) 255-2050

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

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

**Register your product online at [www.activision.com](http://www.activision.com) so we can enter you in our monthly drawing for a fabulous Activision prize.**



## SOFTWARE LICENSE AGREEMENT

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

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

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

### YOU SHALL NOT:

- Exploit this Program or any of its parts commercially, including but not limited to use at a cyber cafe, computer gaming center or any other location-based site. Activision may offer a separate Site License Agreement to permit you to make this Program available for commercial use; see the contact information below.
- 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 cartridge only in protective packaging and include:

(1) a photocopy of your dated sales receipt; (2) your name and return address typed or clearly printed; (3) a brief note describing the defect, the problem(s) you are 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 \$15 U.S. currency per cartridge 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 LIMITATIONS AND/OR EXCLUSION OR LIMITATION OF LIABILITY MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.

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

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

