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Because WBIE would be irreparably damaged if the terms of this Agreement were not specifically enforced, you agree that WBIE 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 WBIE may otherwise have under applicable laws. In the event any litigation is brought by either party in connection with this Agreement, the prevailing party in such litigation shall be entitled to recover from the other party all the costs, attorneys' fees and other expenses incurred by such prevailing party in the litigation.

Customer Support

In the unlikely event of a problem with your Product, you may only need simple instructions to correct the problem. Please contact the WBIE Customer Service Department via the web at support.wbgames.com, by emailing us at support@wbgames.com or by calling us at 410-568-3680 before returning the Product to a retailer. Please do not send any Product to WBIE without contacting us first.

Limited Warranty

WBIE warrants to the best of WBIE's ability to the original consumer purchaser of the Product that the medium on which the Product is recorded shall be free from defects in materials and workmanship for a period of ninety (90) days from the original date of purchase. If a defect in materials or workmanship occurs during this ninety (90) day warranty period, WBIE will either repair or replace, at WBIE's option, the Product free of charge. In the event that the Product is no longer available, WBIE may, in its sole discretion, replace the Product with a product of comparable value. The original purchaser is entitled to this warranty only if the date of purchase is registered at point of sale or the consumer can demonstrate (to WBIE's satisfaction) that the Product was purchased within the last ninety (90) days.

To receive warranty service:

Notify WBIE's Customer Service Department of the problem requiring warranty service by contacting support@wbgames.com or on the web at support.wbgames.com. If the WBIE service technician is unable to solve the problem by phone or on the web via email, he/she may authorize you to return the Product, at your risk of damage, freight and insurance prepaid by you, together with your dated sales slip or similar proof of purchase within the ninety (90) day warranty period to:

WB Games Customer Support
c/o Pole to Win International
10720 Gilroy Road
Hunt Valley, MD 21031

WBIE is not responsible for unauthorized returns of Product and reserves the right to send such unauthorized returns back to customer.

This limited warranty shall not be applicable and shall be void if: (a) the defect in the Product has arisen through abuse, unreasonable use, mistreatment or neglect; (b) the Product is used with products not sold or licensed by the appropriate platform manufacturer or WBIE (including but not limited to, non-licensed game enhancements and copier devices, adapters and power supplies); (c) the Product is used for commercial purposes (including rental); (d) the Product is modified or tampered with; or (e) the Product's serial number has been altered, defaced or removed.

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General

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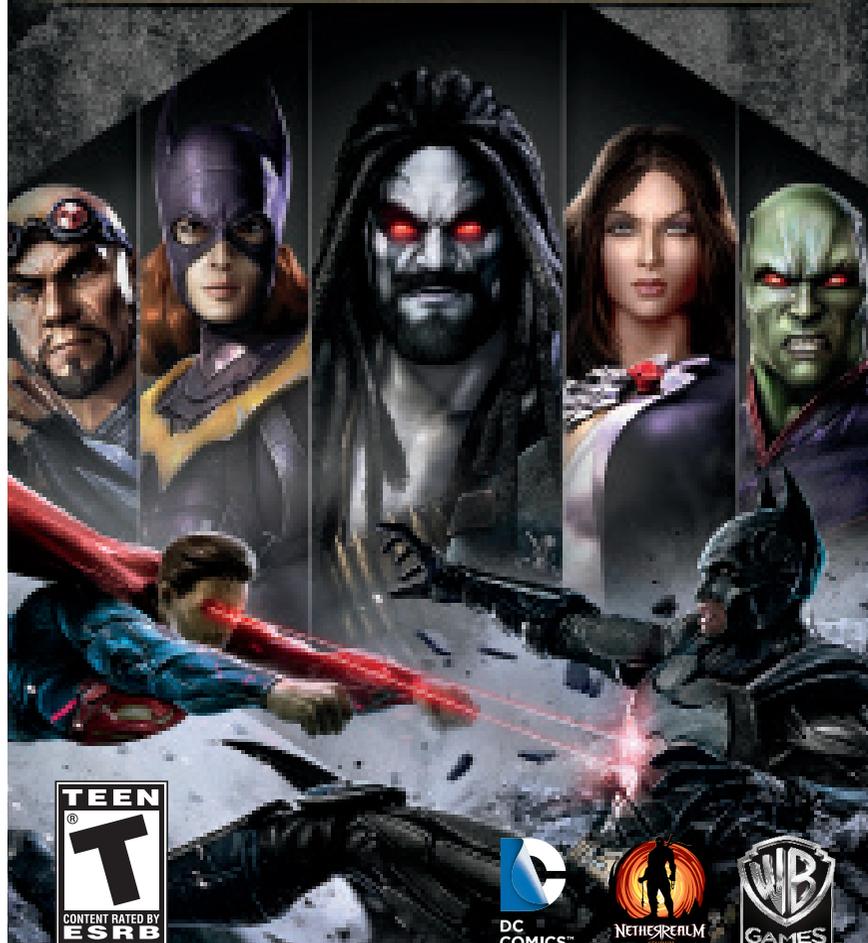
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Important Health Warning About Playing Video Games

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.

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