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UNITED STATES OF AMERICA
FEDERAL TRADE COMMISSION

COMMISSIONERS: **Deborah Platt Majoras, Chairman**
Pamela Jones Harbour
Jon Leibowitz
William E. Kovacic
J. Thomas Rosch

In the Matter of	)	
TAKE-TWO INTERACTIVE SOFTWARE, INC., and ROCKSTAR GAMES, INC., corporations.	)	**Docket No. C-4162**

DECISION AND ORDER

The Federal Trade Commission having initiated an investigation of certain acts and practices of the respondents named in the caption hereof, and the respondents having been furnished thereafter with a copy of a draft of complaint which the Bureau of Consumer Protection proposed to present to the Commission for its consideration and which, if issued by the Commission, would charge the respondents with violation of the Federal Trade Commission Act; and

The respondents, their attorneys, and counsel for the Commission having thereafter executed an agreement containing

1. Respondent Take-Two Interactive Software, Inc. is a Delaware corporation with its principal office or place of business at 622 Broadway, New York, New York 10012.

2. Respondent Rockstar Games, Inc. is a wholly owned subsidiary of Take-Two, with its principal office or place of business at 622 Broadway, New York, New York 10012.

3. The Federal Trade Commission has jurisdiction of the subject matter of this proceeding and of the respondents, and the proceeding is in the public interest.

ORDER

DEFINITIONS

For purposes of this order, the following definitions shall apply:

1. "Commerce" means as defined in Section 4 of the Federal Trade Commission Act, 15 U.S.C. § 44;

2. "FTC" or "Commission" means the Federal Trade Commission.

3. "Respondents" means Take-Two Interactive Software, Inc., its successors and assigns, and its officers, agents, representatives, and employees, and Rockstar Games, Inc., its successors and assigns, and its officers, agents, representatives, and employees.

4. The terms "Interactive electronic game," "electronic game," or "game" means any creative product consisting of data, programs, routines, instructions, applications, symbolic languages, or similar electronic information (collectively, "software") that controls the operation of a computer and enables a user to interact with a computer-controlled virtual universe for entertainment purposes. The terms include electronic games distributed via a cartridge, disc, or other tangible information storage device, as well as such electronic games that are distributed electronically, such as through an online connection, electronic mail, or a wireless communication device. The terms do not include any electronic games whose software has been altered or modified by consumers or other third parties.

5. "Rating" or "rated" refers to a system, such as the system used by the Entertainment Software Rating Board, of classifying interactive electronic games based on criteria for age appropriateness, content, or both.

6. "Content descriptor" refers to a system used by the Entertainment Software Rating Board to designate words or short phrases that describe content (such as violence, blood and gore, strong sexual content) contained in an interactive electronic game.

7. "Content" refers to any software that is both: a) contained in an electronic game; and b) capable of rendering, depicting, displaying, or activating scenes, images, words, or

sounds. Any such software constitutes content under this definition regardless of whether respondents have disabled it for game play or intend it to be accessed during game play.

8. "Rating authority" means the Entertainment Software Rating Board or any other game rating organization to which respondents submit a game to be sold in the United States.

9. "Content relevant to the rating" means content that likely would affect or change the rating or content descriptors for a game if that content were reviewed by a rating authority.

10. "Clearly and prominently" shall mean as follows:

    A. In an advertisement communicated through an electronic medium (such as television, video, radio, and interactive media such as the Internet and online services), the disclosure shall be presented simultaneously in both the audio and visual portions of the advertisement. Provided, however, that in any advertisement presented solely through visual or audio means, the disclosure may be made through the same means in which the advertisement is presented. The audio disclosure shall be delivered in a volume and cadence sufficient for an ordinary consumer to hear and comprehend it. The visual disclosure shall be of a size and shade, and shall appear on the screen for a duration, sufficient for an ordinary consumer to read and comprehend it. In addition to the foregoing, in interactive media, the disclosure shall also be unavoidable and shall be presented prior to the consumer installing or downloading any software code, program, or content and prior to the consumer incurring any financial obligation.

    B. In a print advertisement, promotional material, or instructional manual, the disclosure shall be in a type size and location sufficiently noticeable for an ordinary consumer to read and comprehend it, in print that contrasts with the background against which it appears. In multipage documents, the disclosure shall appear on the cover or first page.

The disclosure shall be in understandable language and syntax. Nothing contrary to, inconsistent with, or in mitigation of the disclosure shall be used in any advertisement.

I.

IT IS ORDERED that respondents, directly or through any corporation, subsidiary, division, or other device, in connection with the manufacturing, advertising, promotion, offering for sale, sale, or distribution of *Grand Theft Auto: San Andreas* or any other interactive electronic game, in or affecting commerce, shall:

parent, or affiliate that engages in any acts or practices subject to this order; the proposed filing of a bankruptcy petition; or a change in the corporate name or address. Provided, however, that, with respect to any proposed change in the corporation about which respondents learn less than thirty (30) days prior to the date such action is to take place, respondents shall notify the Commission as soon as is practicable after obtaining such knowledge. All notices required by the Part shall be sent by certified mail to the Associate Director, Division of Enforcement, Bureau of Consumer Protection, Federal Trade Commission, 600 Pennsylvania Avenue, NW, Washington, D.C. 20580.

V.

IT IS FURTHER ORDERED that respondents, and their successors and assigns, shall within sixty (60) days from the date of service of this order, and at such other times as the Federal Trade Commission may require, file with the Commission a report, in writing, setting forth in detail the manner and form in which it has complied with this order.

VI.

This order will terminate on July 17, 2026, or twenty (20) years from the most recent date that the United States or the Federal Trade Commission files a complaint (with or without an accompanying consent decree) in federal court alleging any violation of the order, whichever comes later; provided, however, that the filing of such a complaint will not affect the duration of:

a. Any Part in this order that terminates in less than twenty (20) years;

b. This order's application to any respondent that is not named as a defendant in such complaint; and

c. This order if such complaint is filed after the order has terminated pursuant to this Part.

Provided further, that if such complaint is dismissed or a federal court rules that the