



OWNER'S MANUAL



! WARNING Before playing this game, read the Xbox 360® console, Xbox 360 Kinect® Sensor, and accessory manuals for important safety and health information. www.xbox.com/support.

Important Health Warning: 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 with no history of seizures or epilepsy may have an undiagnosed condition that can cause "photosensitive epileptic seizures" while watching video games. Symptoms can include light-headedness, altered vision, eye or face twitching, jerking or shaking of arms or legs, disorientation, confusion, momentary loss of awareness, and 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, watch for or ask children about these symptoms—children and teenagers are more likely to experience these seizures. The risk may be reduced by being farther from the screen; using a smaller screen; playing in a well-lit room, and not playing when drowsy or fatigued. If you or any relatives have a history of seizures or epilepsy, consult a doctor before playing.

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/// GET READY FOR THE WORLD OF ILLEGAL STREET RACING, WEST COAST STYLE

DAY AND NIGHT ACROSS L.A., FROM THE AVENUES OF SOUTH CENTRAL TO THE BOULEVARDS OF SANTA MONICA, THE ILLEGAL STREET RACING SCENE THROWS DOWN A CHALLENGE TO ALL TAKERS: CAN YOU KEEP UP WITHOUT GETTING CAUGHT?

This is the complete Los Angeles experience: from the downtown aqueducts to the Sunset Strip and the ramp-filled rail yards of South Central, the streets of L.A. are ready to test your skills and your nerve as you compete to build your reputation and earn cold, hard cash.

Choose from the hottest tuners, exotics, luxury cars, superbikes and now cop cars, low riders and a modern classic: a fully customizable Range Rover SUV. But picking a ride is just the beginning, as with limitless ways to tune and customize your vehicle with the very best after-market performance parts and custom kits. This is the scene as it's meant to be.

GET READY FOR STREET RACING AT ITS FINEST,
WITH NO TRACK AND NO RULES...

WELCOME TO THE MIDNIGHT CLUB.

GAME CONTROLS



LEFT TRIGGER	Brake / Reverse
RIGHT TRIGGER	Accelerator
LEFT BUMPER	Special Abilities / Power Ups
RIGHT BUMPER	Change Camera View
LEFT STICK	Steering
RIGHT STICK	Shift Camera
LEFT STICK BUTTON	Toggles Multiplayer Competitor Info
RIGHT STICK BUTTON	Horn
Y BUTTON	Toggles Light / Sirens on Police Vehicle
B BUTTON + LEFT STICK	Two Wheel Driving / Weight Transfer
B BUTTON + LEFT STICK WHILE AIRBORNE	In-Air Control
A BUTTON	Handbrake
X BUTTON	Nitrous / Slip Stream Turbo
D-PAD UP	HUD Map / Close Sidekick
D-PAD DOWN	Hydraulics
D-PAD RIGHT	Skip To Next Music Track
D-PAD LEFT	Skip To Previous Music Track (Hold to Pause Music)
BACK BUTTON	GPS Map
START BUTTON	Pause / Option Menu

/// THE BEST WAY TO SEE LOS ANGELES IS AT 245 MPH

REPUTATION



COMPETING IN RACES EARNS YOU REP POINTS AND MONEY – THE BETTER YOU DO, THE MORE POINTS YOU GET.

Rep points are essential to progressing through Career Mode. You'll meet different characters along the way, some of whom will challenge you to get a specific number of Rep points before you can face them.

The speed at which you collect points depends on your skills in your vehicle: the higher you place and the more difficult the opponent, the more points you'll accumulate. Racers in the city are represented by coloured icons on your GPS map and these colours represent their difficulty: green racers are the easiest, yellow racers are medium, orange racers are hard and red racers are the hardest. Amassing Rep points will unlock new features and options.

RACING TIP 01



SLIP STREAM TURBO

While trailing closely behind an opposing racer, you'll notice their wake projecting out at you. This signifies that you're in a slipstream and your Slip Stream Turbo Meter will build. When this meter fills, pressing the **X** button will give you a boost of speed.



HEADS UP DISPLAY



- 1 RACE TIMER** Displays the total time for the current race.
- LAP COUNTER** For Circuit Races, shows which lap you're currently on.
- 2 POSITION** Shows where you are in the pack.
- 3 ARROW** Directs you to the next checkpoint during a race, or to a destination you've selected in Cruise with the GPS Map.
- MINI MAP** Depending on what mode you're in, different icons will be displayed on the mini map.
- 4 GAUGE CLUSTER** Displays all pertinent dashboard gauges and street info. See right for more detail.

OTHER FEATURES

- SIDEKICK®** Different game characters will call you with various challenges, as well as tips to help you through the game.
- CR** When you feather the gas near the posted speed limit, you'll see a "CR" for Cruise appear. This helps you maintain a set speed to avoid tickets when police are near.

/// DON'T STOP FOR DIRECTIONS

Your car's Heads Up Display (HUD) is designed to provide only the most crucial info about your vehicle and the city around you. Here's what you'll need to know about the HUD.



GAUGE CLUSTER

- 5 SLIP STREAM TURBO METER**
This meter builds when you are drafting another car. The meter turns green when a Slip Stream Turbo is available.
- 6 NITROUS**
Displays how many nitrous tanks you have left.
- 7 DAMAGE METER**
This meter builds as your vehicle takes damage and will flash when you're close to totalling your car. When completely filled, your car will be damaged out.
- 8 TACHOMETER**
Displays your engine's RPM.
- 9 SPEEDOMETER**
Shows your current speed.
- 10 GEAR INDICATOR**
Displays what gear your vehicle is in.
- 11 SPEED LIMIT**
Displays the speed limit for the street you're currently on.
- 12 POLICE SCANNER**
Warns if police are close by.
- 13 STREET / RADIO**
Displays the current street you are on. Also shows music track info when a new song plays.
- 14 SPECIAL ABILITIES / POWER UPS**
These gauges show you what special abilities or power ups you have equipped. As you race, these gauges will charge before they're ready to be deployed.



THE STREETS OF LOS ANGELES BECKON



**NEW TO
MIDNIGHT CLUB LOS ANGELES
COMPLETE EDITION**

RACING TIP 02



COP DODGING

New to the Midnight Club Los Angeles Complete Edition are drivable police vehicles. Race in the Border, Highway or Squad Patrol cars (choose from the Chevy Impala or Dodge Charger) for the ability to ignore red lights and race at high speeds - but don't trespass or the chase is on. Pick up your new police vehicles from the unlockables in the garage.

COPS

Your in-car police scanner will alert you if police are close by. If you break the law around them, they will engage in pursuit. Pulling over will result in a ticket. If you try and outrun them, you'll have to be pretty elusive because if they pull you over, you will be taken to the police station and hit with a hefty fine.

GPS MAP

While cruising around the expanse of Los Angeles, it can be easy to lose your bearings. Fortunately, your vehicle comes equipped with a state-of-the-art GPS system. With this, you can find your next checkpoint or the position of your next road challenge.



Sometimes, it's knowing the shortcuts and the back alleys that will help you win the race. To make your next move without slowing down, hit **D-PAD Up** to bring up the HUD Map and you'll see a full screen map on top of the action. For a detailed view of the entire city, hit the **Back** button to see a 3-D GPS view of Los Angeles. Here, you can zoom in and out and find the location of races and career content.

DAMAGE

As your vehicle gets banged and bruised, you'll accrue physical damage. Between races, you'll have the option of performing a Quick Fix, which will hammer out the dents and polish out some of the damage to keep you racing. If you go on without fixing your vehicle,

you'll eventually damage out your vehicle, causing it to be totalled and replaced. If this happens while racing, you'll be eliminated. From Cruise, you can fully repair your vehicle at a service station or at the garage.

MISSION LOG

The Mission Log is where you will find all of your active and completed missions, as well as a list of all Tutorials. Check the Tutorials section often as it will update with new information as you progress through the game. Some missions will require you to obtain a specific number of Rep points or to win a certain number of races; the Mission Log will track your progress. As characters call you with additional missions, they will be immediately added to the list.



RACING TIP 03



IN-AIR CONTROL

When your vehicle is catching air after performing a jump, holding the **B button** while moving the **Left Stick** will give In-Air Control which can be used to tilt your vehicle into a more advantageous landing position.



/// TO BECOME A STREET LEGEND, YOU'LL HAVE TO START AT THE BOTTOM

WHEN CAREER MODE BEGINS, YOU'LL HAVE A LIMITED SELECTION OF VEHICLES YOU CAN AFFORD AND A SMALL AMOUNT OF CASH. WHICH CAR YOU CHOOSE AND HOW MUCH YOU SPEND ON MODS IS UP TO YOU, BUT BE SURE TO PICK A CAR THAT MATCHES YOUR RACING STYLE.

When you want to start a race, simply choose a driver to challenge, flash your headlights, and a race will immediately begin.

Various types of races can be found on the streets of Los Angeles. Taking part in a variety of events, which are marked with different symbols on the GPS map, is essential to building your driving skills and advancing through Career Mode.

ORDERED RACES

Checkpoints are located throughout the city and must be driven through in order, one after another, to the finish line.

CIRCUIT RACES

Similar to an Ordered Race except multiple laps are made. The starting point of the race becomes the first checkpoint in successive laps. In the Last-Man-Out variation, the player in the last position on each lap is removed from the race.

RED LIGHT RACES

A race from the nearest red light to a landmark on the other side of town. There is only one checkpoint and the first racer to the landmark wins.

TIME TRIALS

Time Trial races put you in a specific vehicle and race. It's you against the clock; there are no other opponents. Time Trials will reappear throughout Career Mode with quicker times and different vehicles for you to conquer as you progress.

FREEWAY RACES

Match a freeway racer's speed, flash your lights, and you're straight into a race. Checkpoints will appear along the freeway as the two of you barrel through freeway traffic to the finish.

/// YOU HAVE TO RISK IT ALL TO WIN IT ALL

SPECIAL RACES + CHALLENGES



AS YOU PROGRESS THROUGH CAREER MODE, YOU'LL BE INTRODUCED TO SPECIAL RACE TYPES AND MISSIONS. YOU'LL FIND OUT ABOUT THESE FROM YOUR SIDEKICK, LOCAL HANGOUTS OR THE GARAGE. SUCCESSFULLY COMPLETE THESE TO GET MORE REP POINTS AND CASH.



RACING TIP 04



2 WHEEL DRIVING

Narrow spaces can be manoeuvred through by using 2 Wheel Driving. Holding the **B** button and pushing left or right on the **Left Stick** will shift your car's weight to one side, enabling you to drive on two wheels. Being on two wheels also prevents competitors from using your slipstream.

TOURNAMENTS

Challenging tournament racers opens a series of races where every racer's position after each race counts towards points. The racer with the most points at the end of the tournament wins.

SERIES RACES

Each Local Hangout offers a series of races. The player that wins a set number of races first wins the series. Series Races are against multiple opponents.

WAGER RACES

Racers can wager money towards a race. The more money wagered, the more difficult the race. Wager Races are one-on-one.

PINK SLIP RACES

One-on-one races when the wager is your vehicle. Winner takes all.

DELIVERY MISSIONS

Deliver a car to a pre-determined location in a specific amount of time. Damage to the vehicle decreases the reward and if you damage the car too much, you'll fail the mission.

PAYBACK MISSIONS

From the garage, use the mechanic's car to find and damage out customers who have skipped out on their bill. If their car isn't damaged out in the allotted time, the customers' friends will try to damage out your car. Evade the customers' friends to move on to the next payback target.



TELEPHONE RACES

Receive a call on your Sidekick from a racer. If you accept, you will jump to the start of a race of your choosing.



/// RULES ARE MADE TO BE BROKEN



HAVING THE HIGH-PERFORMANCE MACHINE OF YOUR DREAMS IS MEANINGLESS UNLESS YOU KNOW HOW TO HANDLE IT. AS YOU PROGRESS THROUGH CAREER MODE, MASTERY OF THESE SPECIAL ABILITIES WILL BE KEY TO YOUR SUCCESS.

RACING TIP 05



NITROUS BOOST

Equip your vehicle with nitrous tanks from the garage to have this feature available. Multiple tanks can be installed, with each tank allowing you to perform a nitrous Boost during a race by pressing the **X** button. Using nitrous gives your vehicle an incredible acceleration boost. During a race, you can refuel an empty nitrous tank by driving through a gas station.



AGRO

Allows you to plough through the competition, swatting aside any car that gets in your way. It is unlocked in Career Mode and charged by driving cleanly. When fully charged, Agro can be activated or used at a later time by pressing the **LB** button.



ZONE

Simulates the adrenaline rush of racing at insane speeds by slowing down the world around you to a crawl, allowing you to squeeze around tight turns and through narrow spaces with ease. Zone is unlocked in Career Mode and charged by driving cleanly. Collisions prevent the meter from charging. Activate Zone by pressing the **LB** button.



EMP

An Electro Magnetic Pulse (EMP) that temporarily disables the competition, giving you the opportunity to zoom by. Unlocked during Career Mode, the EMP meter can be charged by driving cleanly. Once charged, hit the **LB** button when competitors are near.



ROAR

Roar sends out an engine rev so loud, traffic will do anything it can to get out of the way. It is unlocked in Career Mode and charged by driving cleanly. When fully charged, Roar can be activated by pressing the **LB** button or saved for later use.

/// OWN THE STREETS

RACE EDITOR



AS YOU GET TO KNOW THE STREETS OF LOS ANGELES, YOU'LL START TO NOTICE BACK ALLEYS, OFF-RAMPS AND TRAFFIC HEAVY ROADS THAT WOULD MAKE PERFECT COMPETITIVE LOCATIONS. THE RACE EDITOR ALLOWS YOU TO PUT YOUR IDEAS TO THE TEST.

You'll be able to "drive and drop" through the city or take a bird's eye view and place checkpoints at will. After your custom race is created, you can take it for a test race. Custom races can be shared and raced online with other players.

RACING TIP 06



WEIGHT TRANSFER ON BIKES

Holding the **B button** while turning on a motorcycle will cause the rider to shift his weight and lean into the turn.

Holding the **B button** while pulling back on the **Left Stick** will allow the rider to do wheelies. Pushing forward on the **Left Stick** while holding the **B button** will make the rider duck, which will reduce drag and increase your speed. Hitting the brakes in combination with this last control is the secret to performing stoppies.



GOAL ATTACK

Selectable through the Pause Menu, Goal Attack is a special mode that sets specific challenges for each of the races you've unlocked in Career Mode.

Your challenges are:

- // Win the race
- // Win the race with less than the target damage
- // Finish the race in under the specified time
- // Achieve all goals in the same race

Completing these challenges will unlock special Xbox 360 achievements.

/// SO YOU THINK YOU'RE THE BEST?

ONLINE



JUMP INTO ONLINE MODE TO TEST YOUR SKILLS AGAINST PLAYERS FROM AROUND THE WORLD. ONLINE SESSIONS ARE EASILY ACCESSIBLE THROUGH THE PAUSE MENU.

ONLINE CRUISE

Starting an Online Cruise will join you with up to 15 other players in a cruise session. Request a race and you can either join a queued race or just continue to cruise. Alternatively, build your own race with the online race editor and post the race to the queue. Note that your friends with Midnight Club Los Angeles will have to download the free South Central Map Expansion to play online with you.

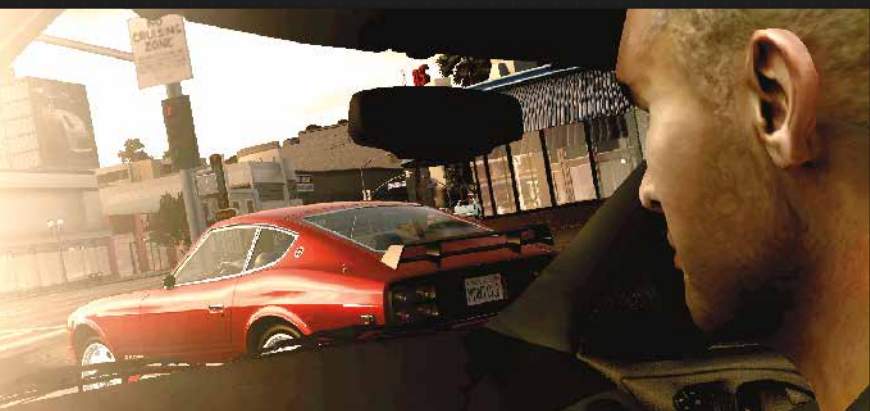
RANKED AND PLAYER MATCHES

From the online menu choose to join or host a Player or Ranked Match, single events launched from a networking lobby. In Player Matches, the host can customize the game mode/race settings

and restrictions in the lobby. In Ranked Matches, the game modes have a predetermined default set up. Join a game, choose your car, and signal that you're ready for the host to launch the game. After completing a race or battle mode, you will be returned to the lobby where the host can change the settings, the race or game mode, and then launch the game again. In Ranked Matches, the game modes have a predetermined default set up. Join a game, choose your car, and signal that you're ready for the host to launch the game.

SPECTATOR MODE

Join a session that is already in the middle of a race and spectate while you wait to join the start of the next race.



RACE TYPES

FREE FOR ALL CAPTURE THE FLAG

Race to collect a flag and return it to a drop off point while other players try to steal the flag. Once the flag has been dropped off, a new flag spawns and players repeat the process. The player who has met the score limit or has the most captures when time runs out wins.

BASEWAR CAPTURE THE FLAG

Team-based Capture the Flag where each team has a flag that spawns in their base. The goal is to acquire the other team's flag and bring it back to your team's base. The first team to meet the score limit or have the most captures when time runs out wins.

SPLITBASE CAPTURE THE FLAG

Team-based Capture the Flag, in which each team has a base and a neutral flag spawns between the teams. The goal is to acquire the neutral flag and bring it to your team's base. The first team to meet the score limit or have the most captures when time runs out wins.

STACKPILE

Free-for-all Capture the Flag with a twist. A cluster of flags spawn, with the number of flags one less than the number of players. Return a flag to your base, then steal or acquire another flag that has not been picked up from the cluster. Once all the flags in the cluster have been captured, a new cluster spawns. The player who has met the score limit or has the most captures when time runs out wins. Watch out, one flag in the cluster will be a bomb, and you will not know until you pick it up. Transfer the bomb to another player before time runs out or your score will be docked.



SPLITBASE STOCKPILE

Team-based Stockpile where each team has a base and a neutral cluster of flags spawns between them. The goal is to acquire the neutral flags and bring them to your team's base. Once all the flags in the cluster have been captured, a new cluster spawns. The team that meets the score requirement first or has the most captures when time runs out wins.

KEEPAWAY

A single flag spawns, and players must race to acquire it. Only the Player who has the flag acquires Flag Time while they have possession of it. Flee pursuers so they cannot steal the flag to gain Flag Time themselves. The player who has the most Flag Time when the game ends, wins the match.

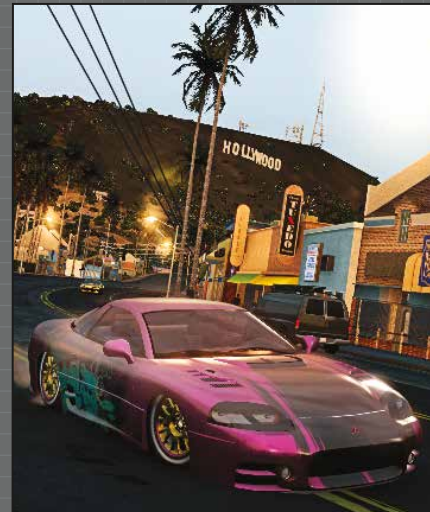
UNORDERED RACES

At the beginning of this race, all of the checkpoints and the finish line will be laid out. The order that you cross the checkpoints is entirely up to you. The first racer through all the checkpoints wins.



IN ARCADE MODE, YOU'LL HAVE THE OPTION TO QUICKLY JUMP INTO YOUR FAVOURITE RACES. DIRECTLY ACCESSIBLE THROUGH THE PAUSE MENU, ARCADE MODE LETS YOU SET UP AND PRACTICE RACES HOWEVER AND WHENEVER YOU WANT.

You'll have the option of choosing the race type, number of opponents, difficulty, power up use, traffic, weather, and time of day. Any Ordered, Unordered, Circuit or Landmark race you've unlocked during Career Mode will be available.



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ANNIE
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ANDRE
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Nikkole Salter
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DAVE
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Motion Capture Sound

Iron Way Films

Facial Animation

Image Metrics

Rehearsal Studio

Dance Manhattan

Casting

Telsey & Company
Donna Deseta Casting

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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.

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This Agreement shall be construed (without regard to conflicts or choice of law principles) under the laws of the State of New York, as such law is applied to agreements between New York residents entered into and to be performed within New York, except as governed by federal law. Unless expressly waived by Licensor in writing for the particular instance or contrary to local law, the sole and exclusive jurisdiction and venue for actions related to the subject matter hereof shall be the state and federal courts located in Licensor's principal corporate place of business (New York County, New York, U.S.A.). You and Licensor consent to the jurisdiction of such courts and agree that process may be served in the manner provided herein for giving of notices or otherwise as allowed by New York state or federal law. You and Licensor agree that the UN Convention on Contracts for the International Sale of Goods (Vienna, 1980) shall not apply to this Agreement or to any dispute or transaction arising out of this Agreement.

IF YOU HAVE ANY QUESTIONS CONCERNING THIS AGREEMENT, YOU MAY CONTACT US IN WRITING AT: TAKE-TWO INTERACTIVE SOFTWARE, INC., 622 BROADWAY, NEW YORK, NY 10012.

TECHNICAL SUPPORT

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