FPO

Outside Back Cover

FPO

Outside Front Cover

⚠ WARNING: PHOTOSENSITIVITY/EPILEPSY/SEIZURES

A very small percentage of individuals may experience epileptic seizures or blackouts when exposed to certain light patterns or flashing lights. Exposure to certain patterns or backgrounds on a television screen or when playing video games may trigger epileptic seizures or blackouts in these individuals. These conditions may trigger previously undetected epileptic symptoms or seizures in persons who have no history of prior seizures or epilepsy. If you, or anyone in your family, has an epileptic condition or has had seizures of any kind, consult your physician before playing. IMMEDIATELY DISCONTINUE use and consult your physician before resuming gameplay if you or your child experience any of the following health problems or symptoms:

- dizziness
- eye or muscle twitches
- disorientation
- any involuntary movement
- altered vision
- loss of awareness
- seizures
  or convulsion.

RESUME GAMEPLAY ONLY ON APPROVAL OF YOUR PHYSICIAN.

Use and handling of video games to reduce the likelihood of a seizure
- Use in a well-lit area and keep as far away as possible from the television screen.
- Avoid large screen televisions. Use the smallest television screen available.
- Avoid prolonged use of the PlayStation®3 system. Take a 15-minute break during each hour of play.
- Avoid playing when you are tired or need sleep.

Stop using the system immediately if you experience any of the following symptoms: lightheadedness, nausea, or a sensation similar to motion sickness; discomfort or pain in the eyes, ears, hands, arms, or any other part of the body. If the condition persists, consult a doctor.

NOTICE:
Use caution when using the DUALSHOCK®3 wireless controller motion sensor function. When using the DUALSHOCK®3 wireless controller motion sensor function, be cautious of the following points. If the controller hits a person or object, this may cause accidental injury or damage. Before using, check that there is plenty of space around you. When using the controller, grip it firmly to make sure it cannot slip out of your hand. If using a controller that is connected to the PS3™ system with a USB cable, make sure there is enough space for the cable so that the cable will not hit a person or object. Also, take care to avoid pulling the cable out of the PS3™ system while using the controller.

WARNING TO OWNERS OF PROJECTION TELEVISIONS:
Do not connect your PS3™ system to a projection TV without first consulting the user manual for your projection TV, unless it is of the LCD type. Otherwise, it may permanently damage your TV screen.

HANDLING YOUR PS3™ FORMAT DISC:
• Do not bend it, crush it or submerge it in liquids. • Do not leave it in direct sunlight or near a radiator or other source of heat. • Be sure to take an occasional rest break during extended play. • Keep this disc clean. Always hold the disc by the edges and keep it in its protective case when not in use. Clean the disc with a lint-free, soft, dry cloth, wiping in straight lines from center to outer edge. Never use solvents or abrasive cleaners.

ROCK BAND™

LEGO®

GETTING STARTED

PLAYSTATION®3 SYSTEM

STARTING A GAME: Before use, carefully read the instructions supplied with the PS3™ computer entertainment system. The documentation contains information on setting up and using your system as well as important safety information.

Check that the MAIN POWER switch (located on the system rear) is turned on. Insert the *LEGO® Rock Band™* disc with the label facing up into the disc slot. Select the icon for the software title under [Game] in the PS3™ system's home menu, and then press the ✕ *button*. Refer to this manual for information on using the software.

QUITTING A GAME: During gameplay, press and hold down the *PS button* on the wireless controller for at least 2 seconds. Then select *QUIT GAME* from the screen that is displayed.
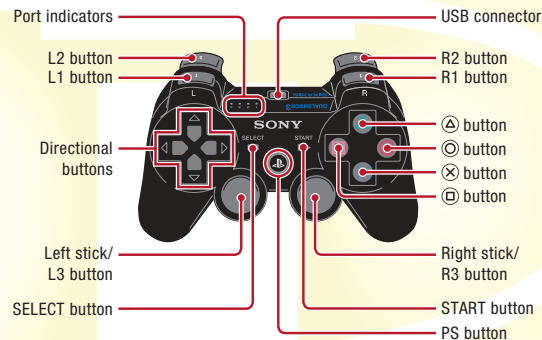
Hint: To remove a disc, touch the eject button after quitting the game.

SAVED DATA FOR PS3™ FORMAT SOFTWARE: Saved data for PS3™ format software is saved on the system's hard disk. The data is displayed under "Saved Game Utility" in the Game Menu.

Notes:

- This title uses an auto-save feature. Do not turn off the system's power while the HDD access indicator is flashing.

- Please select your preferred language from the system settings menu before commencing play.

STARTING TO ROCK

Port indicators — USB connector
L2 button — R2 button
L1 button — R1 button
Directional buttons — △ button / ◎ button / ✕ button / ▣ button
Left stick/ L3 button — Right stick/ R3 button
SELECT button — START button
PS button

You can use the DUALSHOCK®3 wireless controller (for PlayStation®3) or the SIXAXIS™ wireless controller (for PlayStation®3) to play this game Please refer to the PlayStation®3 system Instruction Manual for further details about setting up and recharging a wireless controller.

MENU NAVIGATION

- *Left stick or Directional buttons:* Highlight options
- ✕ *button:* Open submenus / Confirm option selection
- ◎ *button:* Previous menu / Go back / Cancel

VOCALS CONTROLS

- **◉ button:** Adjust vocal track volume (with mic enabled)
- **△ button:** Adjust volume of your vocals (with mic enabled)
- **■ button:** Adjust microphone sensitivity (with mic enabled)
- *START button:* Pause game

FENDER™ STRATOCASTER™ GUITAR CONTROLLER

To play guitar or bass, press and hold the *fret buttons* matching the notes you see coming down the track. When those notes cross the target at the bottom of the screen, hit the *strum bar* to play the note.

- You can hold the *fret buttons* down in advance. Just like with a real guitar, it only makes a sound if you strum.
- Tilt the controller neck upward to go into overdrive.

DRUMS

To play the drums, use your *drumsticks* to hit the pads that match the rhythm notes as they cross the target at the bottom of the track.

- Press your foot down on the *kick pedal* when you see wide, orange notes cross the target at the bottom of the track.

Tip: If you find the kick drum too difficult, you can activate the Automatic Kick Drum from the Extras Menu.

Note: If you run out of USB ports while connecting *LEGO® Rock Band™* USB-compatible peripherals, you can use any USB hub for additional ports.

LEGO® Rock Band™ is compatible with all *Rock Band™* controllers and most Guitar Hero® and authorized third-party instrument controllers and microphones.

OPTIONS

Select *OPTIONS* from the Main Menu to change the following:

- *AUDIO / VIDEO SETTINGS:* Toggle *DOLBY™ DIGITAL* on / off, and add or remove *BASS BOOST*. Toggle *VIDEO OVERSCAN* if you want *LEGO® Rock Band™* to take up more screen space. Adjust *AUDIO* to change *INSTRUMENT*, *BACKGROUND MUSIC*, *VOCAL TRACK*, *CROWD* and *SOUND EFFECTS* volumes.

- *MANAGE DATA:* Rename or delete *CHARACTER DATA* and *BAND DATA*, and save or load games.

- *CALIBRATE SETTINGS:* Calibrate your settings to make sure that your system's timing is perfect.

To access *GAMEPLAY SETTINGS*, pause the game while playing a song:

- *GAMEPLAY SETTINGS:* Turn on *LEFTY MODE*, adjust *VOCAL OPTIONS* by selecting either *SCROLLING* or *STATIC* vocals, and change your mic *SENSITIVITY* and *VOLUME*.

TV CALIBRATION

Even the most novice musician can pick up and play *LEGO® Rock Band™* right out of the box. In some cases, particularly with HDTV systems, the audio and video may play at different times, making it difficult to play the right note at the right time. You don't have to worry, though, as *LEGO® Rock Band™* provides an option to calibrate your system.

To calibrate your system, select *CALIBRATE SETTINGS* from the Options Menu.

CALIBRATE AUTOMATICALLY

If you're using a *Rock Band™ compatible guitar controller with automatic calibration*, select *CALIBRATE AUTOMATICALLY.*

- *TO CALIBRATE YOUR SYSTEM'S AUDIO TIMING:* When prompted, hold your Fender™ Stratocaster™ Guitar Controller, or another guitar controller with an automatic calibration device, up to the sound system or TV speaker (whichever the sound is coming from) as close as possible without touching. Set the volume to a comfortable listening level. If you have trouble in a room with a surround system, try turning the volume down. Continue holding your guitar controller up until prompted that the calibration is complete.

- *TO CALIBRATE YOUR SYSTEM'S VIDEO TIMING:* When prompted, hold your Fender™ Stratocaster™ Guitar Controller, or another guitar controller with an automatic calibration device, up to the center of your TV screen, with the guitar controller facing the TV and as close to it as possible without touching. This tends to work best in darker rooms, so either turn the lights down or angle the guitar slightly downward away from the light. Hold your guitar controller there until prompted that the calibration is complete.

You should now be ideally calibrated! Test out a song in Free Play to make sure it feels right. If it doesn't, try auto-calibrating again, or try calibrating manually.

CALIBRATE MANUALLY

If you're using a DUALSHOCK®3 wireless controller (for PlayStation®3) or SIXAXIS™ wireless controller (for PlayStation®3), or you would prefer to calibrate manually, select *CALIBRATE MANUALLY.* (See page 8 for steps.)

1. Select *OPTIONS* from the Main Menu, then select *CALIBRATE MANUALLY to* proceed to *STEP 1: AUDIO CALIBRATION*.

2. Select *CONTINUE* to begin the calibration. Each time you hear a drum beat, press the ✕ *button / strum / hit the green pad* in time with the beat you hear.

3. Proceed to *STEP 2: VIDEO CALIBRATION*. When you see the needle hit either side of the meter, press the ✕ *button / strum / hit the green pad* in time with the needle.

4. Select *CONTINUE.* Your system is now calibrated and you're ready to test it out. Try playing a song in Free Play to see how it feels.

MANUALLY SET NUMBERS

If you can't get an ideal calibration using Auto or Manual Calibration, try setting your calibration numbers by hand. Select *SET LAG MANUALLY* from the Audio Calibration and Video Calibration screens and check the chart below. These numbers can be a useful starting point to help you find the best settings for your television type. Try starting with the numbers below and adjust gradually as needed until the settings feel just right.

Once you've gone through all the steps, try out a song in Free Play or Practice Mode to check your calibration. If it is still not perfect, try calibrating again.

CALIBRATION SETTINGS

LCD 1 . . . . Audio 60, Video 30
LCD 2. . . . . Audio 5, Video 50
CRT . . . . Audio 0, Video 0
DLP . . . . Audio 80, Video 60
REAR-PROJECTION . . . . . Audio 5, Video 30
PLASMA . . . . Audio 50, Video 50

LEARNING TO ROCK

Pick an instrument to play and head over to the Tutorial section.

TUTORIALS

Here you can run through a series of tutorials designed to teach beginners to play their instrument of choice. There are also some advanced techniques here that even pros will find useful.

GUITARIST / BASSIST

Connect your *Rock Band™ 2* wireless Fender™ Stratocaster™ Guitar Controller, (or any other compatible guitar peripheral) and prepare to make some noise!
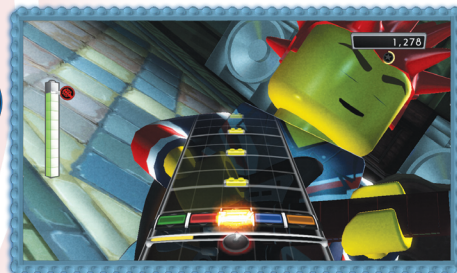
BASICS

• Playing notes is simple: hold down the *fret button* that matches the color of the note you want to play. At the point that the note passes through the target, strum the *strum bar*. You can strum either up or down—it's up to you.

• If you see several notes of the same color, keep the correct *fret button* held down and strum only when each note passes the target.

• If you see a long note with an extending tail, it's a *sustained note*. To play a sustained note, strum the note as usual, but continue holding down the *fret button* until the entire sustain is over.

• *Chords* involve playing more than one note at the same time. Hold down the correct *fret buttons* at the same time as the notes you want to play, and *strum* as the notes hit the target.

• Keep an eye on the *Crowd Meter*. It tells you how much the audience is digging your performance. Play too many wrong notes and the Crowd Meter slips into the red. When it's completely empty, you may lose Studs.

WHAMMY BAR

Customize your sound during long notes by reaching for that *whammy bar*.

• To use the *whammy bar*, press it toward the guitar. This bends the notes you're playing and gives your tone some depth.

SOLOS

This is why you first picked up a guitar—to grab the spotlight all for yourself.

• When you start your solo, the *Solo Indicator* appears. This keeps track of how many notes you've landed.

• If you're using a *Rock Band™ 2* wireless Fender™ Stratocaster™ Guitar Controller, or another guitar controller with solo button, you can use the special *fret buttons* on the neck near the body for soloing. When pressing these buttons, you don't need to strum, so you can finger tap that solo—or just showboat like crazy.

DRUMMER

BASICS

• Hit the correct colored *drum pad* when the matching note crosses the target.

• The wide orange notes are for the *kick pedal*. Stomp on it when these notes cross the target.

• Keep an eye on your *Crowd Meter*. If you miss too many notes—or hit too many wrong ones—you'll lose the crowd and maybe even some Studs.
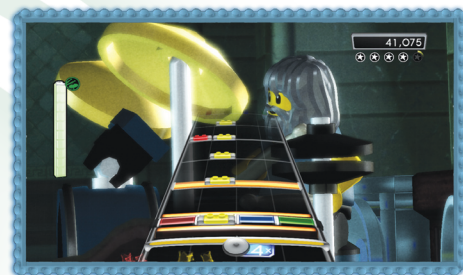
Tip: Before heading on-stage, you might want to master the drums in the Tutorials.

LEAD SINGER

Think you're worthy of wielding the mic? Plug in your USB-compatible microphone and prove it as a lead vocalist!

LYRICS

In the Vocal Options Menu, accessed by pausing the game during a song, you can choose to play with *SCROLLING* or *STATIC* vocals.

• *SCROLLING:* These vocals scroll in time with the song and will be familiar if you've played *Rock Band*™ before.

• *STATIC:* With *STATIC* vocals, the lyrics appear line by line. This is a good choice for karaoke veterans.

• To sing the lyrics, as the indicator passes over the words, sing them for the length of the bar.

PITCH

• The *Pitch Indicator* shows the pitch you're singing. If a song is out of your range, you can always sing an octave higher or lower. As long as you're singing the right note, you're still on the money.

Tip: Watch the Pitch Indicator. If you don't know a song, you can try to wing it by guessing until the Pitch Indicator lines up with the note guide.

VOLUME CONTROL

You can control how loudly—or how softly—you hear yourself or the original artist during a song, using the buttons on your controller.

• *VOCAL TRACK:* To adjust the vocal track (the master recording), press and hold the ⊙ *button*, then press the *Directional buttons* ⬅ / ➡ .

• *SINGER'S TRACK:* To adjust the volume of the singer's track (you), press and hold the △ *button*, then press the *Directional buttons* ⬅ / ➡ .

• *MIC SENSITIVITY:* To adjust the microphone sensitivity, press and hold the ▣ *button*, then press the *Directional buttons* ⬅ / ➡ .

Note: If you see those special percussion notes scrolling on the screen, whack the microphone against your hand in time with the notes passing through the target. Percussion notes allow you to play a little tambourine or—ahem—cowbell while the other musicians are doing their thing.

SUPER EASY DIFFICULTY

LEGO® Rock Band™ has a new Difficulty Mode: Super Easy!

SUPER EASY GUITAR/BASS

All you have to do is hit the *strum bar* as a note passes the target. You don't have to worry about pressing the fret buttons.

SUPER EASY DRUMS

As a note passes the target, hit any *pad* or the *pedal* to play the note.

SUPER EASY VOCALS

Sing at any pitch you like as long as you stay in time with the music.

SUPER EASY

You don't have to worry about your Crowd Meter dropping to zero. It will never drop to the bottom, so you don't have to worry about losing Studs or failing challenges.

SHORT SONGS

If you don't feel like playing a whole song, set it to *Short Song Mode*. Most songs can be played in Short Song Mode.

To toggle Short Song Mode on and off, press the △ *button / yellow fret / yellow pad* on the Song Difficulty Screen.

ENERGY

Build up your Energy Meter to go into Overdrive. Then you can whip the crowd into a frenzy, rack up serious points, and even save yourself from losing Studs! While your Energy Meter drains, the crowd goes nuts and your points skyrocket!

GUITAR / BASS

To build up your Energy, nail the special glowing note phrases to fill up your Energy Meter. When the meter is at least half full, use your Energy to go into Overdrive by tilting your guitar up toward the heavens.

Tip: If you see a special long glowing note, use the *whammy bar* on it to fill up your Energy Meter even faster!

DRUMS

When you see four solid-color bars appear on-screen, that's your cue to bust out an awesome drum fill. Drum fills unleash the energy in your Energy Meter, driving the crowd wild.

At the end of the drum fill, a green crash note appears. To use your Energy, nail that green crash.

Tip: You can wait to build your energy further before using it. To wait, don't hit the green crash cymbal at the end of the fill.

VOCALS

When you see a special glowing phrase, sing those sections as accurately as you can to gain energy and fill your Energy Meter.

To use your energy, look for special highlighted yellow sections without note guides, called *Freestyle Sections*, and just belt something out to go into Overdrive! You're the singer after all, so improvise something!

COMBINING OVERDRIVE

Sure, you can use your energy to boost your points, but what's really awesome is when you and your bandmates go into Overdrive all at the same time. Not only do you work the crowd into a mass of hysteria, you earn a band multiplier of up to 8x! The multiplier affects everyone (not just those in Overdrive). Now that really racks up the points!

Tip: Going into Overdrive at the same time as your bandmates can be tricky. Keep an eye out for bandmates in Overdrive—and then unleash your energy!

LEGO RECOVERY MODE

In *LEGO® Rock Band™*, if your Crowd Meter drops to zero, you lose some of the points you have earned. Don't worry! LEGO Recovery Mode gives you a chance to win that score back.

When you enter LEGO Recovery Mode, a LEGO Stud Bar appears above your track. Try to refill that Stud Bar by hitting as many of the Recovery Gems as you can. Any Studs you hit will give you some of your score back.

Note: LEGO Recovery Mode is only available during regular performances. You can still fail during Rock Power Challenges, so be careful!

FREE PLAY

Wanna just get on stage without a lot of hassle? Free Play is your quickest way to get in front of an audience and show 'em what you've got.

• First, choose which venue you'd like to play at. There are lots of different venues, all with different themes. Give them all a try!

• Next, choose which song you'd like to play. You can either select one song to play, have the game select a random song for you, or create a setlist.

• Once you've decided on a song and venue, all band members must press the ✖ button / green fret / green pad to join.

• Finally, select a Difficulty Level to play at.

Now go make some noise!

STORY MODE

Take on the world in Story Mode. Go solo or form a band and tour in search of fame and fortune! Select *STORY MODE* from the Main Menu. You can play the tour by yourself, or have friends join your band. Then select *START TOUR*.

When you start your tour, you begin your journey to greatness by creating a character and a band. Give them both names, and customize your character's look. Now you're ready to hit the road.

• At the end of a gig, if you were successful, you can earn a cut of the take. Use these Studs to purchase new items in the Rock Shop. You'll also earn Stars and Fans, which allow you to unlock more venues and gigs to play.

• You'll also unlock other items during the tour, such as Minifigure pieces you can use to customize the look of your band.

ROCK POWER CHALLENGES

Rock Power Challenges are where you and your band use the power of rock to achieve amazing feats. Rock Power Challenges are slightly different from normal gigs.

In a Rock Power Challenge, each member is called upon to play different sections of a song and shine as a star. Your band shares a Rock Meter. If you let your Rock Meter drop to zero, you fail the challenge, so it's really important that *all* band members give it everything they've got!

• Play each section as it appears. Depending on how many players are playing with you, you may play sections alone or with others.

• Don't worry, just play the song normally as you would in any other mode when your part appears.

ROCK DEN

You start your rock adventure in the Rock Den. This area has many cool features, so spend some time exploring before heading out to your first gig.

• *START TOUR:* Move on to your garage to see all your cool vehicles. At the start of your adventure, you only have the Camper Van to take you to gigs. As you continue, you will unlock more vehicles to buy. When you select a vehicle, a list of gigs that it can transport you to will appear.

• *WATCH TV:* Watch some of the movies from your tour. You can only watch movies that you have already seen on your adventure.

• *ROCK POWER CHALLENGES:* Replay any Rock Power Challenges you've played before.

ROCK SHOP

Visit the Rock Shop to change your character's look and / or instruments. You can even select rock stars you've encountered to join your band.

PRACTICE STAGE

- *PRACTICE:* Play any song without worrying about how well you perform.
- *DRUM TRAINER*: Practice drum patterns at different speeds to improve your skills.
- *TUTORIALS:* Learn everything you need to know about becoming the ultimate LEGO Rocker!

MUSIC STORE

Purchase and download additional songs to play in *LEGO® Rock Band™*. All the songs in the *LEGO® Rock Band™* Music Store have been checked to ensure that they are safe for the whole family to play.

Note: Only songs that are family friendly can be played in *LEGO® Rock Band™*. If you have downloaded songs from other *Rock Band™* titles, they may not be selectable in *LEGO® Rock Band™*. To ensure that all your DLC is compatible with *LEGO® Rock Band™*, please use the in-game Music Store.

DISC EXPORT OPTION

Please see insert included in your *LEGO® Rock Band™* case.

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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 WBIE Customer Service Department by calling us at **410-568-3680**, by emailing us at **support@legorockbandgame.com** or on the web at **www.legorockbandgame.com/support** 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@legorockbandgame.com or on the web at www.legorockbandgame.com/support. 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:

e4e Technical Support
Attn: Dan Walker
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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EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE PRODUCT IS MADE AVAILABLE TO YOU UNDER THIS AGREEMENT ON AN "AS IS" BASIS WITH NO WARRANTY OF ANY KIND. THE EXPRESS LIMITED WARRANTY SET FORTH ABOVE IS IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS. EXCEPT AS PROVIDED IN THE LIMITED WARRANTY ABOVE, ALL OTHER EXPRESS OR IMPLIED WARRANTIES APPLICABLE TO THIS PRODUCT, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF CONDITION, UNINTERRUPTED USE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ARE HEREBY DISCLAIMED BY WBIE. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE. IF ANY SUCH WARRANTIES ARE INCAPABLE OF EXCLUSION, THEN SUCH WARRANTIES APPLICABLE TO THIS PRODUCT SHALL BE LIMITED TO THE 90 DAY PERIOD DESCRIBED ABOVE.

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TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WBIE BE LIABLE FOR ANY OF THE FOLLOWING DAMAGES: (1) DIRECT; (2) SPECIAL; (3) CONSEQUENTIAL; (4) PUNITIVE; (5) INCIDENTAL; (6) DAMAGES TO PROPERTY; (7) LOSS OF GOODWILL; (8) COMPUTER FAILURE OR MALFUNCTION; AND (9) DAMAGES FOR PERSONAL INJURIES (EXCEPT WHERE SUCH INJURIES ARE CAUSED BY THE NEGLIGENCE OF WBIE), RESULTING FROM THE POSSESSION, USE OR MALFUNCTION OF THIS PRODUCT, EVEN IF WBIE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WBIE'S LIABILITY SHALL NOT EXCEED THE ACTUAL PRICE PAID FOR THE LICENSE TO USE THIS PRODUCT. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE. IN SUCH INSTANCES WBIE'S LIABILITY SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

GENERAL

The terms set forth in this Agreement, including the Warranty Limitations/Disclaimer and Limitation of Liability, are fundamental elements of the basis of the agreement between WBIE and you. WBIE would not be able to provide the Product on an economic basis without such limitations. Such Warranty Limitations/Disclaimer and Limitation of Liability inure to the benefit of WBIE's licensors, successors and assigns. This Agreement represents the complete agreement concerning this license between the parties and supersedes all prior agreement and representations between them with respect to the subject matter herein. This Agreement 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 provision 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 located in Los Angeles, California.

This product and its use may be covered by one or more of the following U.S. Patents: 6,429,863 7,164,076 7,459,624 and patent applications pending.