UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 OR 15(d) of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): **March 20, 2008**

TAKE-TWO INTERACTIVE SOFTWARE, INC.
(Exact name of registrant as specified in its charter)

Delaware	**0-29230**	**51-0350842**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

622 Broadway, New York, New York	**10012**
(Address of principal executive offices)	(Zip Code)

(646) 536-2842
Registrant's telephone number, including area code

(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- o Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- o Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- o Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- o Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01 Entry into a Material Definitive Agreement

On March 24, 2008, the Board of Directors of Take-Two Interactive Software, Inc. ("Take-Two" or the "Company") adopted a stockholders rights plan and declared a distribution of one right (a "Right") for each outstanding share of common stock, par value $0.01 per share (the "Common Stock"), to stockholders of record at the close of business on April 7, 2008 (the "Record Date") and for each share of Common Stock issued (including shares of Common Stock issued from the Company's Treasury) by the Company thereafter and prior to the Distribution Date (as defined below). Each Right entitles the registered holder, subject to the terms of the Rights Agreement (as defined below), to purchase from the Company one one-thousandth of a share (a "Unit") of Series B Preferred Stock, par value $0.01 per share (the "Preferred Shares"), at a price of $42.50 per Unit, subject to adjustment (the "Purchase Price").

As described below, the Board of Directors has committed to redeem the Rights 180 days after the date of the adoption of the stockholders rights plan. The description and terms of the Rights are set forth in a Rights Agreement, dated as of March 24, 2008 (the "Rights Agreement") between the Company and American Stock Transfer & Trust Company (the "Rights Agent").

The Rights Agreement

Initially, the Rights will attach to all certificates representing shares of Common Stock then outstanding, and no separate Rights Certificates will be distributed. The Rights will separate from the shares of Common Stock and the "Distribution Date" will occur upon the earlier of (i) 10 business days following a public announcement that a person or group of affiliated or associated persons has become an "Acquiring Person," or (ii) either (x) with respect to any tender or exchange offer not pending on the date of the execution of the Rights Agreement, 10 business days (or such later date as may be determined by the Board of Directors prior to such time as any person becomes an Acquiring Person) following the commencement of a tender or exchange offer that would result in a person or group of affiliated and associated persons beneficially owning an aggregate of 20% or more of the total voting power represented by all the then outstanding shares of Common Stock and other voting securities of the Company (the "Voting Securities") or (y) with respect to any tender or exchange offer pending on the date of the Rights Agreement, simultaneously with the acceptance for payment of the shares tendered pursuant to such tender offer if, upon consummation thereof, such person would be the beneficial owner of Voting Securities representing 20% or more of the total Voting Securities then outstanding. Until the Distribution Date, (i) the Rights will be evidenced by certificates for shares of Common Stock and will be transferred with and only with such share certificates, (ii) new certificates for shares of Common Stock issued after the Record Date (including shares of Common Stock distributed from the Company's Treasury) will contain a notation incorporating the Rights Agreement by reference, and (iii) the surrender for transfer of any

certificates representing outstanding shares of Common Stock will also constitute the transfer of the Rights associated with the shares of Common Stock represented by such certificates.

An "Acquiring Person" is a person or group of affiliated or associated persons that has acquired, obtained the right to acquire, or otherwise obtained beneficial ownership of an aggregate of 20% or more of the total voting power represented by all the then outstanding shares of Voting Securities. The following, however, are not considered Acquiring Persons: (1) the Company, its subsidiaries, any employee benefit plan of the Company or any of its subsidiaries, or any entity holding shares of Voting Securities pursuant to the terms of any such plan; (2) any person or group that becomes the Beneficial Owner of 20% or more of the total voting power represented by all the then outstanding Voting Securities solely as a result of the acquisition of Voting Securities by the Company, unless such person or group thereafter acquires beneficial ownership of additional Voting Securities; (3) subject to certain conditions set forth in the Rights Agreement, a person or group that otherwise would have become an Acquiring Person as a result of an inadvertent acquisition of 20% or more of the total voting power represented by all the then outstanding Voting Securities; and (4) subject to certain conditions set forth in the Rights Agreement, any person or group that would otherwise be deemed an Acquiring Person upon adoption of the Rights Agreement (a "Grandfathered Stockholder"). Except as provided in the Rights Agreement, a person or group that is a Grandfathered Stockholder will cease to be a Grandfathered Stockholder and will become an

Acquiring Person if after adoption of the Rights Agreement, such Grandfathered Stockholder acquires beneficial ownership of additional Voting Securities, in excess of two percent of the number of shares of Common Stock outstanding as of March 24, 2008.

The Rights are not exercisable until the Distribution Date and will expire at the close of business on the third anniversary of the Rights Agreement unless earlier redeemed or exchanged by the Company as described below.

As soon as practicable after the Distribution Date, Rights Certificates will be mailed to holders of record of shares of Common Stock as of the Close of Business on the Distribution Date and, thereafter, the separate Rights Certificates alone will represent the Rights.

If a person or group of affiliated or associated persons becomes an Acquiring Person, then each holder of a Right will thereafter have the right to receive, upon exercise, shares of Common Stock (or, in certain circumstances, Preferred Shares, other securities, cash, property or a combination thereof) having a value equal to two times the exercise price of the Right. The exercise price is the Purchase Price multiplied by the number of Preferred Shares issuable upon exercise of a Right prior to the events described in this paragraph.

Notwithstanding any of the foregoing, following the time any person or group becomes an Acquiring Person, all Rights that are, or under certain circumstances specified in the Rights Agreement were, beneficially owned by any Acquiring Person or its Affiliates or Associates will be null and void.

In the event that, at any time after a person or group becomes an "Acquiring Person," (i) Take-Two is acquired in a merger or other business combination with another company and Take-Two is not the surviving corporation, (ii) another company consolidates or merges with Take-Two and all or part of the shares of Common Stock are converted or exchanged for other securities, cash, or property, or (iii) 50% or more of the consolidated assets or earning power of Take-Two and its subsidiaries is sold or transferred to another company, then each holder of a Right (except Rights that previously have been voided as described above) shall thereafter have the right to receive, upon exercise, common stock or other equity interest of the ultimate parent of such other company having a value equal to two times the exercise price of the Right.

The Purchase Price payable, and the number of Preferred Shares (or other securities, as applicable) issuable, upon exercise of the Rights are subject to adjustment from time to time to prevent dilution (i) in the event of a stock dividend on, or a subdivision, combination or reclassification of, the Preferred Shares, (ii) if holders of the Preferred Shares are granted certain rights or warrants to subscribe for Preferred Shares or convertible securities at less than the current market price of the Preferred Shares, or (iii) upon the distribution to the holders of the Preferred Shares of evidences of indebtedness, cash or assets (excluding regular quarterly cash dividends or dividends payable in the Preferred Shares) or of subscription rights or warrants (other than those referred to above).

With certain exceptions, no adjustment in the Purchase Price will be required until cumulative adjustments amount to at least one percent of the Purchase Price. The Company is not required to issue fractional Preferred Shares (other than fractional shares that are integral multiples of one one-thousandth of a share). In lieu thereof, an adjustment in cash may be made based on the market price of the Preferred Shares prior to the date of exercise.

At any time prior to such time as any person or group or affiliated or associated persons becomes an Acquiring Person, the Company's Board of Directors may redeem the Rights in whole, but not in part, at a price of $0.0001 per Right, rounded up to the nearest whole cent (subject to adjustment in certain events) (the "Redemption Price"). Immediately upon the action of the Company's Board of Directors ordering the redemption of the Rights, the Rights will terminate and the only right of the holders of such Rights will be to receive the Redemption Price for each Right held. The Board of Directors has committed to redeem the Rights 180 days after the date of the adoption of the stockholders rights plan.

At any time after any person or group of affiliated or associated persons becomes an Acquiring Person and before any such Acquiring Person becomes the beneficial owner of 50% or more of the total voting power of the aggregate of all shares of Voting Securities then outstanding, the Board of Directors, at its option, may exchange each Right (other than Rights that previously have become void as described above) in whole or in part, for Shares at an exchange ratio of one share of Common Stock (or under certain circumstances one Unit of Preferred Shares or equivalent preferred stock) per Right (subject to adjustment in certain events).

Until a Right is exercised, the holder thereof, as such, will have no rights as a stockholder of the Company, including, without limitation, the right to vote or to receive dividends. While the distribution of the Rights will not be taxable to stockholders or to the Company, stockholders may, depending upon the circumstances, recognize taxable income in the event that the Rights become exercisable for Preferred Shares (or other consideration).

Any of the provisions of the Rights Agreement may be amended without the approval of the holders of Rights in order to cure any ambiguity, defect, or inconsistency or to make any other changes that the Board of Directors may deem necessary or desirable. After any person or group of affiliated or

associated persons becomes an Acquiring Person, the provisions of the Rights Agreement may not be amended in any manner that would adversely affect the interests of the holders of Rights (excluding the interests of any Acquiring Person).

Description Of Preferred Shares

The Preferred Shares that may be acquired upon exercise of the Rights will not be redeemable and will rank junior to any other shares of preferred stock that may be issued by the Company with respect to the payment of dividends and as to distribution of assets in liquidation.

Each Preferred Share will have a minimum preferential quarterly dividend of the greater of $1.00 per share or 1,000 times the aggregate per share amount of any cash dividend declared on the shares of Common Stock since the immediately preceding quarterly dividend, subject to certain adjustments.

In the event of liquidation, the holder of Preferred Shares will be entitled to receive a cash preferred liquidation payment per share equal to the greater of $1.00 (plus accrued and unpaid dividends thereon) or 1,000 times the amount paid in respect of a share of Common Stock, subject to certain adjustments.

Generally, each Preferred Share will vote together with the shares of Common Stock and any other class or series of capital stock entitled to vote on such matter, and will be entitled to 1,000 votes per share, subject to certain adjustments. The holders of the Preferred Shares, voting as a separate class, shall be entitled to elect two directors if dividends on the Preferred Shares are in arrears in an amount equal to six quarterly dividends thereon.

In the event of any merger, consolidation or other transaction in which shares of Common Stock are exchanged, each Preferred Share will be entitled to receive 1,000 times the aggregate per share amount of stock, securities, cash or other property paid in respect of each share of Common Stock, subject to certain adjustments.

The rights of holders of the Preferred Shares to dividend, liquidation and voting rights are protected by customary anti-dilution provisions.

Because of the nature of the Preferred Shares' dividend, liquidation and voting rights, the economic value of one Unit of Preferred Shares is expected to approximate the economic value of one share of Common Stock.

Amendment Of Rights

The terms of the Rights generally may be amended by the Board of Directors without the approval of the holders of the Rights, except that from and after such time as the Rights are distributed, no such amendment may adversely affect the interests of the holders of Rights (excluding any interests of any Acquiring Person).

Further Information

Copies of the Rights Agreement and the Certificate of Designation for the Preferred Shares have been filed with the Securities and Exchange Commission as exhibits to a Registration Statement on Form 8-A dated March 26, 2008 (the "Form 8-A"). Copies of the Rights Agreement and the Certificate of Designation are available free of charge from the Company. This summary description of the Rights and Preferred Shares does not purport to be complete and is qualified in its entirety by reference to all the provisions of the Rights Agreement and the Certificate of Designation, including the definitions therein of certain terms, which Rights Agreement and Certificate of Designation are incorporated herein by reference. Capitalized terms herein and defined in the Rights Agreement and not otherwise defined herein shall have the meaning set forth in the Rights Agreement.

The Company issued a press release announcing the agreement on March 26, 2008. A copy of the press release is attached to this Current Report on Form 8-K as Exhibit 99.1.

Item 3.03 Material Modification to Rights of Security Holders

The information set forth in Item 1.01 is incorporated herein by reference.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers

On March 25, 2008, the Company entered into amendments to its employment agreements with Lainie Goldstein, the Company's Chief Financial Officer; Seth Krauss, an Executive Vice President of the Company and its General Counsel; and Gary Dale, an Executive Vice-President of the Company.

Ms. Goldstein's employment agreement, dated July 17, 2007, was amended to provide that effective as of March 25, 2008, her salary is increased to $500,000 and will be subject to annual review by the Compensation Committee of the Board of Directors which could increase her salary at its discretion from time to time. On March 25, 2008, the Compensation Committee of the Board of Directors also awarded a special bonus to Ms. Goldstein in the amount of $163,008 in recognition of her overall strong performance during the 2007 fiscal year, a significant portion of which was in her capacity as our Chief Financial Officer.

Mr. Krauss's employment agreement, dated February 28, 2007, was amended to provide that:

· the initial term of the employment agreement is extended until October 31, 2010;

· effective as of March 12, 2008, his salary is increased to $500,000;

- he will no longer receive a car allowance;

- if his employment is terminated by the Company without cause (including his resignation following certain events that will be deemed a termination without cause), he will be entitled to a lump sum payment within 30 days following the date of termination in an amount equal to the sum of: (i) 1.5 times his salary; (ii) 1.5 times his target bonus for the year of termination; (iii) (x) if the termination occurs during the first two quarters of the Company's fiscal year, a pro-rata portion of his target bonus for the year of termination, or (y) if the termination occurs during second two quarters of the Company's fiscal year, his target bonus for the year of termination; and (iv) all unpaid bonuses for the prior full fiscal year, if any, that would have been paid but for such termination; except, that if the termination occurs prior to January 1, 2009, then the amount equal to the payments he would have been entitled to receive prior to this amendment (such amount, the "Pre-Amendment Severance Amount"), will be payable as follows: (A) any portion of the Pre-Amendment Severance Amount that would have been payable during calendar year 2008 will be payable in equal installments during 2008, and (B) the remaining portion of the Pre-Amendment Severance Amount will be payable in a lump sum payment on the later of January 1, 2009 or the 30th day following the date of such termination;

- if the Company provides notice that it will not renew the term of the employment agreement, he will receive an amount equal to sum of (i) his salary, (ii) his target bonus for the year of termination and (iii) all unpaid bonuses for the prior full fiscal year, if any, that would have been paid but for such non-renewal by the Company, paid in a lump sum in the calendar year in which the term will expire;

- if his employment is terminated due to his suffering a disability, he will receive a pro-rata portion of his target bonus for the year of termination;

- if his employment is terminated by the Company without cause (including his resignation following certain events that will be deemed a termination without cause) or due to his suffering a disability, or if the Company provides notice that it will not renew the term of the employment agreement, all of his outstanding stock options and shares of restricted stock will vest as of the date of such termination and, as applicable, become immediately exercisable;

- he will be eligible to participate in the Company's equity compensation program at a level commensurate with other executive officers of the Company, with any grants of restricted stock vesting as follows: 50% subject to time-based vesting over three years and 50% subject to performance-based vesting over three years; and

- the date by which either party must provide a notice of non-renewal is extended to 90 days prior to the end of the then current term.

Mr. Krauss's employment agreement was also amended to comply with Section 409A of the Internal Revenue Code, including delaying payments following a separation from service to the extent required thereunder, and to clarify certain other provisions in the employment agreement.

In addition, the employment agreements with both Ms. Goldstein and Mr. Krauss were amended to provide that they will each receive a gross-up payment to indemnify them for the effect of any excise tax imposed by Section 4999 of the Internal Revenue Code in connection with amounts and benefits they receive in connection with a change in control of the Company, except that if the total amount payable to them in connection with the change in control does not exceed 115% of the maximum amount that could be paid to them without application of any excise tax, then the total amount payable to them in connection with the change in control will be reduced so that no excise tax is imposed, and the gross-up payment will not be made.

Mr. Dale's employment agreement, dated November 15, 2007, was amended to provide that:

- if the Company terminates his employment for cause, he will be entitled to the applicable minimum statutory notice provisions under the laws of the United Kingdom;

- if the Company terminates his employment without cause, he will be entitled to:

    - his contractual benefits as in effect at the time of termination for a period of 12 months following termination,

    - an amount equal to 12 month's salary in lieu of notice paid in a lump sum within 30 days following the date of termination, and

    - a lump sum payment on the date of termination equal to the sum of: (i) if such termination occurs on or after November 1, 2008, an amount equal to either (x) 25% of his salary if such termination occurs on or prior to the last day of the second fiscal quarter of the Company's fiscal year, or (y) 50% of his salary if such termination occurs on or after the first day of the third fiscal quarter of the Company's fiscal year; and (ii) all accrued and unpaid bonuses as of the date of such termination, if any, that would have been paid but for such termination;

- if the Company terminates his employment for cause or he resigns for good reason, then all of his outstanding stock options and shares of restricted stock will vest as of the date of such termination and, as applicable, become immediately exercisable; and

- if he remains employed by the Company on, and has not given notice of termination prior to, October 31, 2008; or if his employment is terminated by the Company without cause prior to October 31, 2008, then he will receive a minimum bonus payment for the Company's 2008 fiscal year equal to his target bonus.

The foregoing description of the amendments to Ms. Goldstein's and Messrs. Krauss's and Dale's employment agreements are qualified in their entirety by reference to such amendments which are filed as Exhibits 10.1, 10.2 and 10.3, respectively, to this Current Report on Form 8-K and which are incorporated herein by reference.

Item 5.03. Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

In response to the Solomon stockholder complaint, as previously reported in the Quarterly Report of the Company on Form 10-Q for the quarterly period ended January 31, 2008, on March 24, 2008, the Board of Directors amended the bylaws of the Company to provide for a new extended period of time for stockholders to be able to nominate persons for election to the Board of Directors or to propose any business to be considered at the 2008 annual meeting

(the "Annual Meeting"). The period of time begins with the public announcement of the amendment to the bylaws and ends at 5:00 p.m. (New York City time) on April 15, 2008. In order to accommodate the extended nomination and proposal period, the date of the Annual Meeting has been changed from April 10, 2008 to April 17, 2008. Further, in addition to stockholders of record on the record date, the Company will accept nominations and proposals from any person who was a stockholder of record or beneficial owner of shares at any time between the record date and April 15, 2008. Finally, if a stockholder of the Company provides notice that it requires additional time to nominate persons for election to the Board of Directors or to propose business to be considered at the Annual Meeting, the Board of Directors will consider in good faith a request to adjourn the Annual Meeting for a reasonable period of time, not to exceed 30 days.

The bylaw amendment became effective immediately upon its approval by the Board of Directors. The foregoing description of the amendment to the Company's bylaws is not complete and is qualified in its entirety by reference to the text of the amendment to the bylaws of the Company attached as Exhibit 3.1 to this Current Report on Form 8-K and incorporated herein by reference.

In connection with the adoption of the stockholders rights plan, the Company filed a Certificate of Designation of Series B Preferred Stock with the Secretary of State of the State of Delaware on March 26, 2008. The terms of the Series B Preferred Stock are described in Item 1.01 above, which is incorporated herein by reference, including without limitation the Certificate of Designation of Series B Preferred Stock filed as an exhibit to the Form 8-A.

Item 8.01. Other Events

On March 20, 2008, the Board of Directors, pursuant to Section 8(b) of the Company's Incentive Stock Plan (the "Plan"), passed a resolution to suspend the provisions of Section 8 of the Plan (relating to a change of control) until the earliest of (i) immediately prior to the time a party which has commenced a tender offer shall have agreed to accept for payment more than 50% of the then outstanding shares of the Company's capital stock entitled to vote generally in the election of directors; (ii) the occurrence of any event specified in Section 8(a)(i) or (iii) of the Plan; and (iii) any further action taken by the Board of Directors with respect to Section 8 of the Plan. The resolution did not limit the power of the Board of Directors pursuant to Section 8(b) of the Plan.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits:

3.1	Amendment to the Amended and Restated By-laws of the Company dated March 24, 2008
3.2	Certificate of Designation of Series B Preferred Stock of Take-Two Interactive Software, Inc., filed as an exhibit to the Company's Registration Statement on Form 8-A on March 26, 2008 and incorporated herein by reference
4.1	Stockholders Rights Agreement, dated as of March 24, 2008 by and between Take-Two Interactive Software, Inc. and American Stock Transfer &Trust Company, as Rights Agent, filed as an exhibit to the Company's Registration Statement on Form 8-A on March 26, 2008 and incorporated herein by reference
10.1	Amendment to Employment Agreement, dated March 25, 2008, by and between the Company and Lainie Goldstein

10.2	Amendment to Employment Agreement, dated March 25, 2008, by and between the Company and Seth Krauss
10.3	Amendment to Employment Agreement, dated March 25, 2008, by and between the Company and Gary Dale
99.1	Press release, dated March 26, 2008, entitled "Take-Two Interactive Software Board Rejects Electronic Arts' Offer as Inadequate"

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

TAKE-TWO INTERACTIVE SOFTWARE, INC.
(Registrant)

By: /s/ Daniel P. Emerson
Daniel P. Emerson
Vice President, Associate General Counsel and Secretary

Date: March 26, 2008

EXHIBIT INDEX

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AMENDMENT TO THE
AMENDED AND RESTATED BY-LAWS OF
TAKE-TWO INTERACTIVE SOFTWARE, INC.,
a Delaware Corporation

The board of directors of Take-Two Interactive Software, Inc. (the "corporation") desires to amend the Amended and Restated By-laws of the corporation, effective March 24, 2008, as follows:

1. Article II, Section 5 of the By-laws shall be amended and restated in its entirety as follows:

"Section 5. Special meetings of the stockholders, for any purpose or purposes, unless otherwise prescribed by statute or by the certificate of incorporation, may be called by the executive chairman, non-executive chairman, chief executive officer or president and shall be called by the executive chairman, non-executive chairman, chief executive officer, president or secretary at the request in writing of a majority of the board of directors, or at the request in writing of stockholders owning a majority in amount of the entire capital stock of the corporation issued and outstanding and entitled to vote. Such request shall state the purpose or purposes of the proposed meeting."

2. Article II, Section 12 of the By-laws shall be amended and restated in its entirety as follows:

"Section 12.

A. Annual Meetings of Stockholders.

1. Nominations of persons for election to the board of directors and the proposal of business to be considered by the stockholders may be made at an annual meeting of stockholders only (a) pursuant to the corporation's notice of meeting (or any supplement thereto), (b) by or at the direction of the board of directors or (c) by any stockholder of the corporation who (i) was a stockholder of record or, solely with respect to the annual meeting of stockholders to be held in 2008, a beneficial owner of shares of common stock of the corporation at the time of notice is given by such stockholder pursuant to this Section 12, (ii) is entitled to vote at the meeting or, solely with respect to the annual meeting of stockholders to be held in 2008, is a beneficial owner of shares of common stock of the corporation at any time during the period commencing as of the close of business on the record date for such meeting and ending as of the close of business on April 15, 2008 (the second (2^{nd}) business day preceding the date such meeting is currently scheduled for); and (iii) complies with the notice procedures set forth in this Section 12.

2. For nominations or other business to be properly brought before an annual meeting by a stockholder pursuant to clause (c) of paragraph (A)(1) of this Section 12, the stockholder must have given timely notice thereof in writing to the

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secretary of the corporation and such other business must otherwise be a proper matter for stockholder action. To be timely, a stockholder's notice shall be delivered to the secretary at the principal executive offices of the corporation not later than the close of business on the ninetieth (90th) day nor earlier than the close of business on the one hundred twentieth (120th) day prior to the first anniversary of the date of the preceding year's annual meeting of stockholders; provided, however, that (I) if either (x) the date of the annual meeting is more than thirty (30) days before or more than thirty (30) days after such anniversary date, or (y) no annual meeting of stockholders was held in the previous year, notice by the stockholder to be timely must be so delivered not earlier than the close of business on the one hundred twentieth (120th) day prior to such annual meeting and not later than the close of business on the later of (A) the ninetieth (90th) day prior to such annual meeting and (B) the close of business on the tenth (10th) day following the date on which notice of the date of the meeting is given to stockholders or made public, whichever occurs first, and (II) with respect to the annual meeting of stockholders to be held in 2008, notice by the stockholder to be timely must be so delivered not later than the close of business on April 15, 2008 (the second (2^{nd}) business day preceding the date such meeting is currently scheduled for). Such stockholder's notice shall set forth (a) as to each person whom the stockholder proposes to nominate for election or reelection as a director, (i) all information relating to such person that is required to be disclosed in solicitations of proxies for election of directors, or is otherwise required, in each case pursuant to Regulation 14A under the Securities Exchange Act of 1934, as amended (the "Exchange Act") and Rule 14a-11 thereunder; (ii) such person's written consent to being named in the proxy statement as a nominee and to serving as a director if elected; and (iii) a statement whether such person, if elected, intends to tender, promptly following such person's election or re-election, an irrevocable resignation effective upon such person's failure to receive the required vote for re-election at the next meeting at which such person would face re-election and upon acceptance of such resignation by the board of directors, in accordance with the Corporate Governance Guidelines of the corporation; (b) as to any other business that the stockholder proposes to bring before the meeting, the text of the proposal or business (including the text of any resolutions proposed for consideration and in the event that such business includes a proposal to amend the by-laws of the corporation, the language of the proposed amendment), the reasons for conducting such business at the meeting and any material interest in such business of such stockholder and the beneficial owner, if any, on whose behalf the nomination or proposal is made; (c) as to a record stockholder giving the notice and the beneficial owner, if any, on whose behalf the nomination or proposal is made (i) the name and address of such record stockholder, as they appear on the corporation's books, and of such beneficial owner, (ii) the class and number of shares of capital stock of the corporation which are owned beneficially and of record by such record stockholder and such beneficial owner, and (iii) a representation that the stockholder giving the notice is a holder of record of stock of the corporation entitled to vote at such meeting and intends to appear in person or by proxy at the meeting to propose such business or nomination; (d) solely with respect to the annual meeting of stockholders to be held in 2008, as to a beneficial owner of shares of common stock of the corporation giving such notice, (i) the name and address of such beneficial stockholder, (ii) the class and number of shares of capital stock of the corporation which are owned beneficially by such beneficial owner, and (iii) a representation that the stockholder giving the notice is a beneficial owner of shares of common stock of the corporation, and that such beneficial owner will appear in

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person at the meeting (including by way of attendance by such beneficial owner or his, her, or its agent as duly authorized proxy) to propose such business or nomination; and (e) as to a record stockholder giving the notice and the beneficial owner, if any, on whose behalf the nomination or proposal is made (or solely with respect to the annual meeting of stockholders to be held in 2008, as to the beneficial owner giving the notice), a representation whether such record stockholder or the beneficial owner, if any, intends or is part of a group which intends (A) to deliver a proxy statement and/or form of proxy to holders of at least the percentage of the corporation's outstanding capital stock required to approve or adopt the proposal or elect the nominee and/or (B) otherwise to solicit proxies from stockholders in support of such proposal or nomination. Solely with respect to the annual meeting of stockholders to be held in 2008, if the notice contemplated by this Section 12 is given by a beneficial owner of shares of common stock of the corporation, then such notice shall be accompanied by documentary evidence of beneficial ownership of common stock of the corporation and shall state that the documentary evidence is a true and correct copy of what it purports to be. The foregoing notice requirements shall be deemed satisfied by a stockholder if the stockholder has notified the corporation of his or her intention to present a proposal at an annual meeting in compliance with Rule 14a-8 (or any successor thereof) promulgated under the Exchange Act and such stockholder's proposal has been included in a proxy statement that has been prepared by the corporation to solicit proxies for such annual meeting. The corporation may require any proposed nominee to furnish such other information as it may reasonably require to determine the eligibility of such proposed nominee to serve as a director of the corporation.

3. Notwithstanding anything in the second sentence of paragraph (A)(2) of this Section 12 to the contrary, in the event that the number of directors to be elected to the board of directors of the corporation is increased and there is no public announcement by the corporation naming all of the nominees for director or specifying the size of the increased board of directors at least one hundred five (105) days prior to the first anniversary of the date of the preceding year's annual meeting of stockholders (or, if the annual meeting is held more than thirty (30) days before or thirty (30) days after such anniversary date, at least one hundred five (105) days prior to such annual meeting), a stockholder's notice required by this Section 12 shall also be considered timely, but only with respect to nominees for any new positions created by such increase, if it shall be delivered to the secretary at the principal executive office of the corporation not later than the close of business on the fifteenth (15^{th}) day following the day on which such public announcement is first made by the corporation.

4. Solely with respect to the annual meeting of stockholders to be held in 2008, the term "stockholder," as used in this Section 12 as that term relates to giving the notice contemplated by this Section 12, refers to both any stockholder of record and any beneficial owner of shares of common stock of the corporation unless the context specifically refers to a "record stockholder" or "stockholder of record." Nothing in this Section 12 shall be construed to confer upon any persons other than stockholders of record as of the record date for any meeting of stockholders of the corporation the right to vote, in person or by proxy, at such meeting.

B. Special Meetings of Stockholders. Only such business shall be conducted at a special meeting of stockholders as shall have been brought before the meeting pursuant to the corporation's notice of meeting. Nominations of persons for election to the board of directors may be made at a special meeting of stockholders at which directors are to be elected pursuant to the corporation's notice of meeting (a) by or at the direction of the board of directors or (b) provided that the board of directors has determined that directors shall be elected at such meeting, by any stockholder of the corporation who is a stockholder of record at the time notice provided for in this Section 12 is delivered to the secretary of the corporation, who is entitled to vote at the meeting and upon such election, who complies with the notice procedures set forth in this Section 12. If the corporation calls a special meeting of stockholders for the purpose of electing one or more directors to the board of directors, any such stockholder entitled to vote in such election of directors may nominate a person or persons (as the case may be), for election to such position(s) as specified in the corporation's notice of meeting, if the stockholder's notice required by paragraph (A)(2) of this Section 12 shall be delivered to the secretary at the principal executive offices of the corporation not earlier than the close of business on the one hundred twentieth (120th) day prior to such special meeting and not later than the later of (x) the close of business of the ninetieth (90th) day prior to such special meeting or (y) the close of business of the fifteenth (15th) day following the day on which public announcement is first made of the date of such special meeting and of the nominees proposed by the board of directors to be elected at such meeting. In no event shall the public announcement of an adjournment or postponement of a special meeting commence a new time period (or extend any time period) for the giving of a stockholder's notice as described above.

C. General.

1. Only such persons who are nominated in accordance with the procedures set forth in this Section 12 shall be eligible to be elected at an annual or special meeting of stockholders of the corporation to serve as directors and only such business shall be conducted at a meeting of stockholders as shall have been brought before the meeting in accordance with the procedures set forth in this Section 12. Except as otherwise provided by law, the certificate of incorporation or these by-laws, the chairman of the meeting shall have the power and duty (a) to determine whether a nomination or any business proposed to be brought before the meeting was made or proposed, as the case may be, in accordance with the procedures set forth in this Section 12 (including whether the stockholder or beneficial owner, if any, on whose behalf the nomination or proposal is made, solicited (or is part of a group which solicited) or did not so solicit, as the case may be, proxies in support of such stockholder's nominee or proposal in compliance with such stockholder's representation as required by Section 12(A)(2)(c)(iii) or
12(A)(2)(d), as the case may be) and (b) if any proposed nomination or business was not made or proposed in compliance with this Section 12 (including, solely with respect to the annual meeting of stockholders to be held in 2008, whether the proponent of such nomination or business was a stockholder of record or a beneficial owner of shares of common stock of the corporation at the required time pursuant to Section 12(A)(1)(c)), to declare that such nomination shall be disregarded or that such proposed business shall not be transacted. Notwithstanding the foregoing provisions of this Section 12(C), if the stockholder (or a qualified representative of the stockholder)

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does not appear at the annual or special meeting of stockholders of the corporation, in person or by proxy, to present a nomination or business, such nomination shall be disregarded and such proposed business shall not be transacted, notwithstanding that proxies in respect of such vote may have been received by the corporation.

2. The board of directors of the corporation shall be entitled to make such rules or regulations for the conduct of meetings of stockholders as it shall deem necessary, appropriate, convenient or desirable. Subject to such rules and regulations of the board of directors, if any, the chairman of the meeting shall have the right and authority to prescribe such rules, regulations and procedures, and to do all such acts as, in the judgment of such chairman, are necessary, appropriate, convenient or desirable for the proper conduct of the meeting, including, without limitation, establishing (i) an agenda or order of business for the meeting, (ii) rules and procedures for maintaining order at the meeting and the safety of those present, (iii) limitations on participation in such meeting to (w) stockholders of record of the corporation, (x) solely with respect to the annual meeting of stockholders to be held in 2008, beneficial owners of shares of common stock of the corporation who have provided proper and timely notice of a nomination or other business to be brought before such meeting in accordance with Section 12(A)(2), (y) duly authorized and constituted proxies of the persons specified in clauses (x) and (y) of this Section 12(C)(2)(iii), and (z) such other persons as the chairman shall permit, (iv) restrictions on entry to the meeting after the time fixed for the commencement thereof, (v) limitations on the time allotted to questions or comment by participants, (vi) regulation of the opening and closing of the polls for balloting on matters which are to be voted on by ballot, and (vii) the authority to conclude or adjourn the meeting with or without stockholder approval. Unless, and to the extent, otherwise determined by the board of directors or the chairman of the meeting, meetings of stockholders shall not be required to be held in accordance with the rules of parliamentary procedure.

3. For purposes of this Section 12, (a) "public announcement" and "was made public" shall mean disclosure in a press release reported by the Dow Jones News Service, Associated Press or comparable national news service or in a document publicly filed by the corporation with the Securities and Exchange Commission pursuant to Section 13, 14 or 15(d) of the Exchange Act; (b) the "close of business" on a particular day shall mean 5:00 p.m. local time in New York, New York on such day; and (c) any notice required to be delivered hereunder shall be valid only if delivered to the corporate headquarters of the corporation, currently located at 622 Broadway, 6th Floor New York, New York, to the attention of the General Counsel of the corporation.

4. Notwithstanding the foregoing provisions of this Section 12, a stockholder shall also comply with all applicable requirements of the Exchange Act and the rules and regulations thereunder with respect to the matters set forth herein. Nothing in this Section 12 shall be deemed to affect any rights (i) of stockholders to request inclusion of proposals in the corporation's proxy statement pursuant to Rule 14a-8 under the Exchange Act or (ii) of the holders of any series of Preferred Stock to elect directors pursuant to any applicable provisions of the certificate of incorporation."

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3. Article III, Section 7 of the By-laws shall be amended and restated in its entirety as follows:

"Section 7. Special meetings of the board may be called by the executive chairman, non-executive chairman, chief executive officer or president on reasonable notice to each director, either personally or by mail or by facsimile or by electronic transmission; special meetings shall be called by the executive chairman, non-executive chairman, chief executive officer, president or secretary in like manner and on like notice on the written request of only one director."

4. Article V, Section 1 of the By-laws shall be amended and restated in its entirety as follows:

"Section 1. The officers of the corporation shall include a chief executive officer, a president, a vice-president, a secretary and a treasurer. The secretary and treasurer shall be chosen by the board of directors. The chief executive officer and the president shall be appointed and may be removed at any time, with or without cause, by the executive chairman, with approval of the compensation committee of the board of directors. The holders of a majority of the outstanding shares of the corporation or the board of directors may elect an executive chairman, who need not be a director and, unless otherwise determined by the board of directors, shall be an officer of the corporation and who shall preside at all meetings of the stockholders and the board of directors. Any number of offices may be held by the same person, unless the certificate of incorporation or these by-laws otherwise provide."

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Exhibit 10.1

March 25, 2008

Ms. Lainie Goldstein

Dear Lainie:

As we have discussed, the parties have agreed to amend the terms of your ("you" or "Employee") July 16, 2007 Employment Agreement ("Agreement") with Take-Two Interactive Software, Inc. (the "Company") as set forth below in this first amendment ("Amendment"). All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement. Unless explicitly modified herein, the terms and conditions of the Agreement remain in full force and effect.

Annual Salary: Effective as of March 25, 2008, Employee's Salary is hereby increased to $500,000. The last sentence of Section 3(a) of the Agreement is hereby amended and restated in its entirety as follows: "During the Term (including during the Initial Term), such Salary shall be subject to annual review at the end of each fiscal year of the Company by the Compensation Committee of the Board and may be increased from time to time at the discretion of the Compensation Committee of the Board." During the Term, Employer shall pay the Employee the Salary then in effect pursuant to the terms of this Agreement.

280G: To the extent that any amounts payable to (or for the benefit of) Employee pursuant to the Agreement or this Amendment, as well as any other "parachute payments," as such term is defined under Section 280G of the U.S. Internal Revenue Code (the "Code"), payable to (or for the benefit of) Employee with respect to the Company, exceed the limitation of Section 280G of the Code such that an excise tax will be imposed under Section 4999 of the Code, the provisions of Exhibit A attached hereto shall apply and are incorporated herein.

Any terms and conditions of employment set out in the Agreement and not explicitly modified herein shall remain in full force and effect for the duration of your employment. The Agreement and this Amendment comprise the parties' entire agreement and supersede any and all other agreements, either oral or in writing, between you and the Company with respect to your employment with the Company, and contain all of the covenants and agreements between the parties with respect to such employment in any manner whatsoever. Any modification or termination of these agreements will be effective only if in writing and signed by the party to be charged. Please indicate your acceptance of this Amendment by signing below and returning an executed copy of this letter to me.

[End of text — signature page follows]

Please contact me with any questions or concerns.

Sincerely,

/s/ Karl Slatoff

Karl Slatoff
Executive Vice President
Take-Two Interactive Software, Inc.

/s/ Lainie Goldstein Date: 3/25/08
LAINIE GOLDSTEIN

EXHIBIT A

PARACHUTE TAX INDEMNITY PROVISIONS

This Exhibit A sets forth the terms and provisions applicable to Employee pursuant to the provisions of the 280G Section of the Amendment. This Exhibit A shall be subject in all respects to the terms and conditions of the Agreement and the Amendment. Capitalized terms used without definition in this Exhibit A shall have the meanings set forth in the Agreement or the Amendment.

(i) In the event that Employee shall become entitled to payments and/or benefits provided by the Agreement or the Amendment or any other amounts to (or for the benefit of) Employee that constitute "parachute payments," as such term is defined under Section 280G of the Code, as a result of a change in ownership or effective control of the Company or in the ownership of a substantial portion of the assets of the Company (collectively, the "Company Payments"), and such Company Payments will be subject to the tax (the "Excise Tax") imposed by Section 4999 of the Code (and similar tax, if any, that may hereafter be imposed by any taxing authority), the Company shall pay to Employee at the time specified in clause (v) hereof an additional amount (the "Gross-Up Payment") such that the net amount retained by Employee from the Company Payments together with the Gross-Up Payment, after deduction of

any Excise Tax on the Company Payments and any U.S. federal, state, and local income or payroll tax upon the Gross-Up Payment provided for by this clause (i), but before deduction for any U.S. federal, state, and local income or payroll tax on the Company Payments, shall be equal to the Company Payments.

(ii) Notwithstanding the foregoing provisions of this Exhibit A to the contrary, if it shall be determined that Employee is entitled to a Gross-Up Payment, but the Company Payments do not exceed 115% of the greatest amount (the "Reduced Amount") that could be paid to Employee such that the receipt of the Company Payments would not give rise to any Excise Tax, then no Gross-Up Payment shall be made to Employee and the Company Payments, in the aggregate, shall be reduced to the Reduced Amount. In the event that the Internal Revenue Service or court ultimately makes a determination that the "excess parachute payments" plus the "base amount" is an amount other than as determined initially, an appropriate adjustment shall be made with regard to the Gross-Up Payment or Reduced Amount, as applicable, to reflect the final determination and the resulting impact on whether this clause (ii) applies.

(iii) For purposes of determining whether any of the Company Payments and Gross-Up Payment (collectively, the "Total Payments") will be subject to the Excise Tax and the amount of such Excise Tax, (A) the Total Payments shall be treated as "parachute payments" within the meaning of Section 280G(b)(2) of the Code, and all "parachute payments" in excess of the "base amount" (as defined under Section 280G(b)(3) of the Code) shall be treated as subject to the Excise Tax, unless and except to the extent that, in the opinion of the Company's independent certified public accountants appointed prior to any change in ownership (as defined under Section 280G(b)(2) of the Code) or a certified public accountant appointed following a change in ownership that is mutually acceptable to the Company and the Employee, or tax counsel selected by such accountants or the Company (the "Accountants") such Total Payments (in whole or in part): (1) do not constitute "parachute payments," (2) represent reasonable compensation for services actually rendered within the meaning of Section 280G(b)(4) of the Code in excess of the "base amount" or (3) are otherwise not subject to the Excise Tax, and (B) the value of any non-cash benefits or any deferred payment or benefit shall be determined by the Accountants in accordance with the principles of Section 280G of the Code. In the event that the Accountants

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are serving as accountants or auditors for the individual, entity or group effecting the change in control (within the meaning of Section 280G of the Code), Employee may appoint another nationally recognized accounting firm to make the determinations hereunder (which accounting firm shall then be referred to as the "Accountants" hereunder). All determinations hereunder shall be made by the Accountants which shall provide detailed supporting calculations both to the Company and Employee at such time as it is requested by the Company or Employee. The determination of the Accountants, subject to the adjustments provided below, shall be final and binding upon the Company and Employee.

(iv) For purposes of determining the amount of the Gross-Up Payment, Employee's marginal blended actual rates of federal, state and local income taxation in the calendar year in which the change in ownership or effective control that subjects Employee to the Excise Tax occurs shall be used. In the event that the Excise Tax is subsequently determined by the Accountants to be less than the amount taken into account hereunder at the time the Gross-Up Payment is made, Employee shall repay to the Company, at the time that the amount of such reduction in Excise Tax is finally determined, the portion of the prior Gross-Up Payment attributable to such reduction (plus the portion of the Gross-Up Payment attributable to the Excise Tax and U.S. federal, state and local income tax imposed on the portion of the Gross-Up Payment being repaid by Employee if such repayment results in a reduction in Excise Tax or a U.S. federal, state and local income tax deduction), plus interest on the amount of such repayment at the rate provided in Section 1274(b)(2)(B) of the Code. Notwithstanding the foregoing, in the event that any portion of the Gross-Up Payment to be refunded to the Company has been paid to any U.S. federal, state and local tax authority, repayment thereof (and related amounts) shall not be required until actual refund or credit of such portion has been made to Employee, and interest payable to the Company shall not exceed the interest received or credited to Employee by such tax authority for the period it held such portion. Employee and the Company shall mutually agree upon the course of action to be pursued (and the method of allocating the expense thereof) if Employee's claim for refund or credit is denied. In the event that the Excise Tax is later determined by the Accountants or the Internal Revenue Service (or other taxing authority) to exceed the amount taken into account hereunder at the time the Gross-Up Payment is made (including by reason of any payment the existence or amount of which cannot be determined at the time of the Gross-Up Payment), the Company shall make an additional Gross-Up Payment in respect of such excess (plus any interest or penalties payable with respect to such excess) promptly after the amount of such excess is finally determined.

(v) The Gross-Up Payment or portion thereof provided for in clause (iv) above shall be paid not later than the sixtieth (60th) day following an event occurring which subjects Employee to the Excise Tax; provided, however, that if the amount of such Gross-Up Payment or portion thereof cannot be finally determined on or before such day, the Company shall pay to Employee on such day an estimate, as determined in good faith by the Accountants, of the minimum amount of such payments and shall pay the remainder of such payments (together with interest at the rate provided in Section 1274(b)(2)(B) of the Code), subject to further payments pursuant to clause (iv) above, as soon as the amount thereof can reasonably be determined, but in no event later than the ninetieth (90th) day after the occurrence of the event subjecting Employee to the Excise Tax. Subject to clauses (iv) and (ix) of this Exhibit A, in the event that the amount of the estimated payments exceeds the amount subsequently determined to have been due, such excess shall constitute a loan by the Company to Employee, payable on the fifth (5th) day after demand by the Company (together with interest at the rate provided in Section 1274(b)(2)(B) of the Code).

(vi) In the event of any controversy with the Internal Revenue Service (or other taxing authority) with regard to the Excise Tax, Employee shall permit the Company to control issues

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related to the Excise Tax (at its expense), provided that such issues do not potentially materially adversely affect Employee, but Employee shall control any other issues. In the event that the issues are interrelated, Employee and the Company shall in good faith cooperate so as not to jeopardize resolution of either issue, but if the parties cannot agree, Employee shall make the final determination with regard to the issues. In the event of any conference with any taxing authority as to the Excise Tax or associated income taxes, Employee shall permit the representative of the Company to accompany Employee, and Employee and Employee's representative shall cooperate with the Company and its representative.

(vii) The Company shall be responsible for all charges of the Accountants.

(viii) The Company and Employee shall promptly deliver to each other copies of any written communications, and summaries of any verbal communications, with any taxing authority regarding the Excise Tax covered by this Exhibit A.

(ix) Nothing in this Exhibit A is intended to violate the Sarbanes-Oxley Act of 2002 and to the extent that any advance or repayment obligation hereunder would do so, such obligation shall be modified so as to make the advance a nonrefundable payment to Employee and the repayment obligation null and void.

(x) Notwithstanding the foregoing, any payment or reimbursement made pursuant to this Exhibit A shall be paid to Employee promptly and in no event later than the end of the calendar year next following the calendar year in which the related tax is paid by Employee.

(xi) The provisions of this Exhibit A shall survive the termination of Employee's employment with the Company for any reason and any amount payable under this Exhibit A shall be subject to the provisions of Section 8(h) of the Agreement.

Exhibit 10.2

March 25, 2008

Mr. Seth Krauss

Dear Seth:

As we have discussed, effective as of the date hereof, the parties have agreed to extend the term of your ("you" or "Employee") employment with Take-Two Interactive Software, Inc. (the "Company"), and to amend the terms thereof as set forth below in this first amendment ("Amendment") to your Employment Agreement with the Company dated February 28, 2007 (the "Agreement"). All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement. Unless explicitly modified herein, the terms and conditions of the Agreement remain in full force and effect.

Employment Term: The Initial Term of Employee's employment is extended until October 31, 2010.

Annual Salary: Effective as of March 12, 2008, the Employee's Salary is hereby increased to $500,000.

Annual Bonus: The following sentence is hereby added to the end of Section 3(b) of the Agreement:

"Any Bonus earned shall be payable in full in a lump sum cash payment on the first Company regular payroll date in the calendar year following the calendar year for which it is earned."

Car Allowance: Section 3(e) of the Agreement is hereby deleted.

Travel Expenses: Section 5 of the Agreement is hereby amended and restated in its entirety as follows:

"5. Travel Expenses. All travel and other expenses incident to the rendering of services reasonably incurred on behalf of the Employer by the Employee during the term of this Agreement shall be paid by the Employer. If any such expenses are paid in the first instance by the Employee, the Employer shall reimburse him therefor on presentation of appropriate receipts for any such expenses in accordance with the Company's business expense reimbursement policy. All travel and lodging arrangements shall be made in accordance with Employer's regular policies. To the extent any reimbursement that the Employee is entitled to under this Agreement is includable in the Employee's gross income for Federal income tax purposes, such reimbursement shall be made no later than March 15 of the calendar year next following the calendar year in which the expense to be reimbursed is incurred."

Termination: The phrase "the Employer shall have no further obligation or duties to the Employee" in Sections 6(a) and 6(b) of the Agreement and the phrase "the Employer shall have no further obligation or duties to Employee" in Section 6(c) of the Agreement, are all hereby amended to read as follows:

"the Employer shall have no further obligation or duties hereunder to the Employee"

Severance: Section 6(c) of the Agreement is hereby amended and restated in its entirety as follows:

"In the event that Employee's employment with the Company is terminated by action taken by the Company without Cause (other than in accordance with Section 6(b) above) or by the delivery by the Company of a notice that the Agreement will not be renewed upon the expiration of the Initial Term or any Renewal Term in accordance with the provisions of Section 1 (a "Company Non-Renewal"), then the Company shall have no further obligation or duties to Employee, except for the payment of the amounts described in this Section 6(c) and as provided in Section 8(g), and Employee shall have no further obligations or duties to the Company, except as provided in Section 7. In the event of such termination without Cause, subject to Section 9(b) of this Agreement, the Company shall pay to Employee in a lump sum payment within 30 days following the date of such termination an amount equal to the sum of: (i) one-and-one-half times Employee's Salary at the rate then in effect; (ii) one-and-one-half times Employee's target Bonus for the fiscal year in which such termination occurs; (iii) (x) if such termination occurs during the first two quarters of the Company's fiscal year, a pro-rata portion of the target Bonus for such fiscal year in which such termination occurs based upon the number of days worked by the Employee during such fiscal year or (y) if such termination occurs during the third or fourth quarters of the Company's fiscal year, the Employee's target Bonus for such fiscal year; and (iv) all unpaid bonuses with respect to the last full fiscal year of Employee's employment with the Company, if any, that would have been paid but for such termination without Cause; provided, that if such termination occurs prior to January 1, 2009, then the amount equal to the payments Employee would have been entitled to receive under this Section 6(c) prior to the first amendment to this Agreement dated March 25, 2008, including if such termination occurs upon or following a Change in Control (such amount, the "Pre-Amendment Severance Amount"), shall be payable as follows: (A) any portion of the Pre-Amendment Severance Amount that would have been payable during calendar year 2008 shall be payable in 2008 in equal installments semi-monthly, or at such other times as the Employee and the Employer may have mutually agreed to pay the Employee's Salary prior to the date of termination (but off employee payroll), and (B) the remaining portion of the Pre-Amendment Severance Amount shall be payable to Employee in a lump sum payment on the later of January 1, 2009 or the 30th day following the date of such termination. For the avoidance of doubt, in the event of such termination occurring prior to January 1, 2009, all amounts set forth in the foregoing sentence other than the Pre-Amendment Severance Amount shall be payable within 30 days following the date of such termination. In the event of a Company Non-Renewal, subject to Section 9(b) of this Agreement, the Company shall pay to the Employee an amount equal to sum of (i) Employee's Salary at the rate then in effect, (ii) Employee's target Bonus for the fiscal year in

which such termination occurs and (iii) all unpaid bonuses with respect to the fiscal year in which Employee's employment terminated, if any, that would have been paid but for Company Non-Renewal, which amount shall be paid in a lump sum payment paid in the Calendar year in which the Term will expire, either upon the expiration of the Term or such earlier date in the calendar year in which the Term will expire as may be mutually agreed by the Company and the Employee. In the event of any such termination by the Company without Cause or upon a Company Non-Renewal, all outstanding options to purchase common stock and shares of restricted stock granted to the Employee by the Company which have not vested as of the date of such termination shall vest and, as applicable, become immediately exercisable."

Termination Without Cause: Section 6(d) of the Agreement is hereby amended and restated in its entirety as follows:

"(d) For purposes of this Agreement, Employee shall be deemed to have been terminated by the Employer without Cause if (i) the Employer terminates his employment for any reason other than in accordance with Sections 6(a) or 6(b) above or (ii) the Employee resigns after the occurrence of any of the following events without the Employee's consent: (A) a material breach of this Agreement by the Employer; (B) a material diminution in Employee's title, status, position or responsibilities; (C) a failure by the Company to timely pay any compensation due to the Employee hereunder; (D) a material reduction by the Company in the Salary or any reduction in the target percentage of Salary payable as a Bonus as set forth in Section 3(b) hereof; (E) the assignment to the Employee of duties which are materially inconsistent with the duties set forth in Section 2 hereof; (F) any relocation of Employee's principal place of employment beyond 10 miles from its then current location; (G) the failure of any successor to the Company to assume the obligations of the Company under this Agreement either in writing or by operation of law; provided, however, that, any such resignation by the Employee will not be deemed to have been a termination by the Employer without Cause unless within ninety (90) days of any such event having occurred, the Employee shall have provided the Company with written notice that such event has occurred, afforded the Company thirty (30) days to cure same, and the Company has failed to cure such event within such thirty (30) day period. For the avoidance of doubt, a diminution of the Employee's duties shall be deemed to have occurred if a transaction results in a change in the nature or scope of the Company's business or status that causes a diminution of duties."

Accrued Amounts: A new Section 6(g) is hereby added to the Agreement to provide as follows:

"(g) Notwithstanding anything herein to the contrary, upon any termination of Employee's employment, the Employee shall receive from the Company: (i) any earned but unpaid Salary through the date of

termination, paid in accordance with Section 3(a) of this Agreement; (ii) reimbursement for any unreimbursed expenses properly incurred under, and paid in accordance with, Section 5 of this Agreement through the date of termination; (iii) payment for any accrued but unused vacation time in accordance with Company policy; and (iv) such vested accrued benefits, and other payments, if any, as to which the Employee may be entitled under, and in accordance with the terms and conditions of, the employee benefit arrangements, plans and programs of the Company as of the date of termination."

Equity: Employee shall be eligible to participate in the Company's equity compensation program at a level commensurate with other executive officers of the Company. Within Employee's participation level, actual grant values will be determined by the Company's Chief Executive Officer, in consultation with and approval by the Compensation Committee of the Board of Directors of the Company, and shall take into consideration job performance and achievement of certain to-be-defined goals and objectives. Any and all grants of restricted stock made to Employee will vest in accordance with the Company's equity compensation program for executive officers (50% time vest over three years and 50% performance vest over three years).

Non-Renewal Notice: The sixty (60) day notice period referred to in Section 1 of the Agreement is hereby extended to ninety (90) days.

Death and Disability Benefits: The last sentence of Section 6(b) of the Agreement is hereby amended and restated in its entirety as follows:

"Upon any termination of the Employee's employment under this Section 6(b), subject to the Section 9(b) of this Agreement, the Company shall pay to the Employee a pro-rata portion of Employee's target Bonus for the fiscal year in which such termination occurs based on the number of days worked by the Employee in the Company's fiscal year in which his employment was so terminated, and all outstanding options to purchase common stock and shares of restricted stock granted to Employee by the Company but not yet vested shall immediately vest, and the Company shall have no further obligations or duties to Employee, except as provided in Section 8(g) of the Agreement."

280G: To the extent that any amounts payable to (or for the benefit of) Employee pursuant to the Agreement or this Amendment, as well as any other "parachute payments," as such term is defined under Section 280G of the U.S. Internal Revenue Code (the "Code"), payable to (or for the benefit of) Employee with respect to the Company, exceed the limitation of Section 280G of the Code such that an excise tax will be imposed under Section 4999 of the Code, the provisions of Exhibit A attached hereto shall apply and are incorporated herein.

409A: A new Section 9 is hereby added to the Agreement to provide as follows:

"9. Section 409A.

(a) The intent of the parties is that payments and benefits under this Agreement comply with Section 409A of the Code as amended, and the regulations and guidance promulgated thereunder (collectively "Section 409A") and, accordingly, to the maximum extent permitted, this Agreement shall be interpreted to be in compliance therewith.

(b) A termination of employment shall not be deemed to have occurred for purposes of any provision of this Agreement that provides for the payment of any amounts or benefits upon or following a termination of employment unless such termination is also a "Separation from Service" within the meaning of Section 409A and, for purposes of any such provision of this Agreement, references to a "resignation," "termination," "termination of employment" or like terms shall mean Separation from Service. If the Employee is deemed on the date of termination of his employment to be a "specified employee", within the meaning of that term under Section 409A(a)(2)(B) of the Code and using the identification methodology selected by the Company from time to time, or if none, the default methodology, then with regard to any payment or the providing of any benefit made subject to this Section 9(b), to the extent required to be delayed in compliance with Section 409A(a)(2)(B) of the Code, and any other payment or the provision of any other benefit that is required to be delayed in compliance with Section 409A(a)(2)(B) of the Code, such payment or benefit shall not be made or provided prior to the earlier of (i) the expiration of the six-month period measured from the date of the Employee's Separation from Service or (ii) the date of the Employee's death. On the first day of the seventh month following the date of Employee's Separation from Service or, if earlier, on the date of his death, (x) all payments delayed pursuant to this Section 9(b) (whether they would have otherwise been payable in a single sum or in installments in the absence of such delay) shall be paid or reimbursed to the Employee in a lump sum, and any remaining payments and benefits due under this Agreement shall be paid or provided in accordance with the normal payment dates specified for them herein and therein.

(c) With regard to any installment payments provided for herein, each installment thereof shall be deemed a separate payment for purposes of Section 409A."

Legal Fees: The Company shall promptly pay upon presentation of appropriate documentation the reasonable legal fees incurred by the Employee in connection with the negotiation and documentation of this Amendment. In addition, in the event of a claim or other dispute under this Amendment or under the Agreement, the Company shall promptly pay or reimburse the Employee for all reasonable legal fees and expenses incurred by the Employee as incurred and submitted for payment or reimbursement; provided that, if the Employee is not the prevailing party with respect to the case which is or has become unappealable, then the Employee shall thereafter pay his own costs and expenses in respect thereof and promptly (and in no event more than 14 days after demand

therefor by the Company) return to the Company any amounts previously paid by the Company under this sentence with respect to such claim or other dispute.

Any terms and conditions of employment set out in the Agreement and not explicitly modified herein shall remain in full force and effect for the duration of the Term. The Agreement and this Amendment comprise the parties' entire agreement and supersede any and all other agreements, either oral or in writing, between you and the Company with respect to your employment with the Company, and contain all of the covenants and agreements between the parties with respect to such employment in any manner whatsoever. Any modification or termination of these agreements will be effective only if in writing and signed by the party to be charged. Please indicate your acceptance of this Amendment by signing below and returning an executed copy of this letter to me.

Please contact me with any questions or concerns.

Sincerely,

/s/ Karl Slatoff

Karl Slatoff
Executive Vice President
Take-Two Interactive Software, Inc.

EXHIBIT A

PARACHUTE TAX INDEMNITY PROVISIONS

This Exhibit A sets forth the terms and provisions applicable to Employee pursuant to the provisions of the 280G Section of the Amendment. This Exhibit A shall be subject in all respects to the terms and conditions of the Agreement and the Amendment. Capitalized terms used without definition in this Exhibit A shall have the meanings set forth in the Agreement or the Amendment.

(i) In the event that Employee shall become entitled to payments and/or benefits provided by the Agreement or the Amendment or any other amounts to (or for the benefit of) Employee that constitute "parachute payments," as such term is defined under Section 280G of the Code, as a result of a change in ownership or effective control of the Company or in the ownership of a substantial portion of the assets of the Company (collectively, the "Company Payments"), and such Company Payments will be subject to the tax (the "Excise Tax") imposed by Section 4999 of the Code (and similar tax, if any, that may hereafter be imposed by any taxing authority), the Company shall pay to Employee at the time specified in clause (v) hereof an additional amount (the "Gross-Up Payment") such that the net amount retained by Employee from the Company Payments together with the Gross-Up Payment, after deduction of any Excise Tax on the Company Payments and any U.S. federal, state, and local income or payroll tax upon the Gross-Up Payment provided for by this clause (i), but before deduction for any U.S. federal, state, and local income or payroll tax on the Company Payments, shall be equal to the Company Payments.

(ii) Notwithstanding the foregoing provisions of this Exhibit A to the contrary, if it shall be determined that Employee is entitled to a Gross-Up Payment, but the Company Payments do not exceed 115% of the greatest amount (the "Reduced Amount") that could be paid to Employee such that the receipt of the Company Payments would not give rise to any Excise Tax, then no Gross-Up Payment shall be made to Employee and the Company Payments, in the aggregate, shall be reduced to the Reduced Amount. In the event that the Internal Revenue Service or court ultimately makes a determination that the "excess parachute payments" plus the "base amount" is an amount other than as determined initially, an appropriate adjustment shall be made with regard to the Gross-Up Payment or Reduced Amount, as applicable, to reflect the final determination and the resulting impact on whether this clause (ii) applies.

(iii) For purposes of determining whether any of the Company Payments and Gross-Up Payment (collectively, the "Total Payments") will be subject to the Excise Tax and the amount of such Excise Tax, (A) the Total Payments shall be treated as "parachute payments" within the meaning of Section 280G(b)(2) of the Code, and all "parachute payments" in excess of the "base amount" (as defined under Section 280G(b)(3) of the Code) shall be treated as subject to the Excise Tax, unless and except to the extent that, in the opinion of the Company's independent certified public accountants appointed prior to any change in ownership (as defined under Section 280G(b)(2) of the Code) or a certified public accountant appointed following a change in ownership that is mutually acceptable to the Company and the Employee, or tax counsel selected by such accountants or the Company (the "Accountants") such Total Payments (in whole or in part): (1) do not constitute "parachute payments," (2) represent reasonable compensation for services actually rendered within the meaning of Section 280G(b)(4) of the Code in excess of the "base amount" or (3) are otherwise not subject to the Excise Tax, and (B)

the value of any non-cash benefits or any deferred payment or benefit shall be determined by the Accountants in accordance with the principles of Section 280G of the Code. In the event that the Accountants are serving as accountants or auditors for the individual, entity or group effecting the change in control (within the meaning of Section 280G of the Code), Employee may appoint another nationally recognized accounting firm to make the determinations hereunder (which accounting firm shall then be referred to as the "Accountants" hereunder). All determinations hereunder shall be made by the Accountants which shall provide detailed supporting calculations both to the Company and Employee at such time as it is requested by the Company or Employee. The determination of the Accountants, subject to the adjustments provided below, shall be final and binding upon the Company and Employee.

(iv) For purposes of determining the amount of the Gross-Up Payment, Employee's marginal blended actual rates of federal, state and local income taxation in the calendar year in which the change in ownership or effective control that subjects Employee to the Excise Tax occurs shall be used. In the event that the Excise Tax is subsequently determined by the Accountants to be less than the amount taken into account hereunder at the time the Gross-Up Payment is made, Employee shall repay to the Company, at the time that the amount of such reduction in Excise Tax is finally determined, the portion of the prior Gross-Up Payment attributable to such reduction (plus the portion of the Gross-Up Payment attributable to the Excise Tax and U.S. federal, state and local income tax imposed on the portion of the Gross-Up Payment being repaid by Employee if such repayment results in a reduction in Excise Tax or a U.S. federal, state and local income tax deduction), plus interest on the amount of such repayment at the rate provided in Section 1274(b)(2)(B) of the Code. Notwithstanding the foregoing, in the event that any portion of the Gross-Up Payment to be refunded to the Company has been paid to any U.S. federal, state and local tax authority, repayment thereof (and related amounts) shall not be required until actual refund or credit of such portion has been made to Employee, and interest payable to the Company shall not exceed the interest received or credited to Employee by such tax authority for the period it held such portion. Employee and the Company shall mutually agree upon the course of action to be pursued (and the method of allocating the expense thereof) if Employee's claim for refund or credit is denied. In the event that the Excise Tax is later determined by the Accountants or the Internal Revenue Service (or other taxing authority) to exceed the amount taken into account hereunder at the time the Gross-Up Payment is made (including by reason of any payment the existence or amount of which cannot be determined at the time of the Gross-Up Payment), the Company shall make an additional Gross-Up Payment in respect of such excess (plus any interest or penalties payable with respect to such excess) promptly after the amount of such excess is finally determined.

(v) The Gross-Up Payment or portion thereof provided for in clause (iv) above shall be paid not later than the sixtieth (60th) day following an event occurring which subjects Employee to the Excise Tax; provided, however, that if the amount of such Gross-Up Payment or portion thereof cannot be finally determined on or before such day, the Company shall pay to Employee on such day an estimate, as determined in good faith by the Accountants, of the minimum amount of such payments and shall pay the remainder of such payments (together with interest at the rate provided in Section 1274(b)(2)(B) of the Code), subject to further payments pursuant to clause (iv) above, as soon as the amount thereof can reasonably be determined, but in no event later than the ninetieth (90th) day after the occurrence of the event subjecting Employee to the Excise Tax. Subject to clauses (iv) and (ix) of this Exhibit A, in the event that the amount of the estimated payments exceeds the amount subsequently determined to have been due, such excess shall constitute a loan by the Company to Employee, payable on the fifth (5th) day after demand by the Company (together with interest at the rate provided in Section 1274(b)(2)(B) of the Code).

(vi) In the event of any controversy with the Internal Revenue Service (or other taxing authority) with regard to the Excise Tax, Employee shall permit the Company to control issues related to the Excise Tax (at its expense), provided that such issues do not potentially materially adversely affect Employee, but Employee shall control any other issues. In the event that the issues are interrelated, Employee and the Company shall in good faith cooperate so as not to jeopardize resolution of either issue, but if the parties cannot agree, Employee shall make the final determination with regard to the issues. In the event of any conference with any taxing authority as to the Excise Tax or associated income taxes, Employee shall permit the representative of the Company to accompany Employee, and Employee and Employee's representative shall cooperate with the Company and its representative.

(vii) The Company shall be responsible for all charges of the Accountants.

(viii) The Company and Employee shall promptly deliver to each other copies of any written communications, and summaries of any verbal communications, with any taxing authority regarding the Excise Tax covered by this Exhibit A.

(ix) Nothing in this Exhibit A is intended to violate the Sarbanes-Oxley Act of 2002 and to the extent that any advance or repayment obligation hereunder would do so, such obligation shall be modified so as to make the advance a nonrefundable payment to Employee and the repayment obligation null and void.

(x) Notwithstanding the foregoing, any payment or reimbursement made pursuant to this Exhibit A shall be paid to Employee promptly and in no event later than the end of the calendar year next following the calendar year in which the related tax is paid by Employee.

(xi) The provisions of this Exhibit A shall survive the termination of Employee's employment with the Company for any reason and any amount payable under this Exhibit A shall be subject to the provisions of Section 9 of the Agreement.

Exhibit 10.3

March 25, 2008

Mr. Gary Dale

Dear Gary:

This letter agreement ("Amendment") shall amend your Term Sheet dated November 15, 2007 (the "Employment Agreement") with Take-Two Interactive Software, Inc. ("Take-Two") as hereinafter set forth. All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Employment Agreement. Unless explicitly modified herein, the terms and conditions of the Employment Agreement remain in full force and effect.

Termination: 1. The first paragraph of Section 4 of the Employment Agreement is hereby amended and restated in its entirety as follows:

"In the event that Take-Two terminates your employment for Cause (as defined below), you shall be entitled to the applicable minimum statutory notice provisions. In the event that Take-Two terminates your employment without Cause, Take-Two shall provide you with your contractual benefits as in effect at the time of such termination for a period of twelve months following such termination and shall pay to you an amount equal to twelve-month's Salary at the rate then in effect in lieu of notice, which amount shall be payable in a lump sum within 30 days following the date of such termination. In the event of such termination without Cause, Take-Two shall also pay to you in a lump sum on such date: (i) the Termination Bonus (as hereinafter defined), if applicable; and (ii) all other earned but unpaid bonuses as of the date of such termination without Cause, if any, that would have been paid but for such termination without Cause. For purposes of this Section, the "Termination Bonus" shall be an amount equal to (x) 25% of your annual Salary at the rate then in effect if such termination without Cause occurs on or prior to the last day of the second fiscal quarter of Take-Two's fiscal year ("Fiscal Year"), or (y) 50% of your annual Salary at the rate then in effect if such termination without Cause occurs on or after the first day of the third fiscal quarter of a Fiscal Year; provided, however that the Termination Bonus shall only be payable with respect to Fiscal Years commencing on or after November 1, 2008."

2. The fourth paragraph of Section 4 of the Employment Agreement is hereby amended and restated in its entirety as follows:

"In the event that Take-Two terminates your employment without Cause or if you terminate your employment for "good reason" in accordance with the third paragraph of Section 4 of the Employment Agreement, then all outstanding options to purchase common stock and shares of restricted stock granted to you by Take-Two shall immediately vest and become immediately exercisable, if applicable. "Good Reason" shall

also include any reduction of your salary or a material diminution of your title, duties, responsibilities or reporting or a material breach by Take-Two of the terms of this agreement, provided that you provide Take-Two with notice of any such reduction, material diminution or material breach and Take-Two fails to cure such reduction, material diminution or material breach within 30 days of its receipt of such notice."

3. For purposes of the Employment Agreement, Take-Two shall have "Cause" to terminate your employment under the Employment Agreement upon (i) the continued failure by you to substantially perform your duties under the Employment Agreement after receipt of notice from Take-Two requesting such performance; (ii) your criminal conviction by plea or after trial of having engaged in criminal misconduct (including embezzlement and fraud) which is demonstrably injurious to Take-Two, monetarily or otherwise; (iii) your conviction of a felony; (iv) gross negligence on your part affecting Take-Two; or (v) your material failure to cooperate in any investigation or inquiry involving Take-Two. Take-Two shall give written notice to you of any proposed termination for Cause, which notice shall specify the grounds for the proposed termination, and you shall be given thirty (30) days to cure if the grounds arise under clauses (i) or (v) above (in the event you cure the event giving rise to Cause set forth in such written notice within said 30 day period, Cause for termination shall not exist).

Bonus: Section 8 of the Employment Agreement is hereby amended to provide that in the event (i) you remain employed by Take-Two on, and have not given notice of termination prior to, October 31, 2008 or (ii) your employment is terminated by the Company without "Cause" prior to October 31, 2008, then you will receive a minimum bonus payment for Take-Two's 2008 Fiscal Year equal to your Targeted Bonus, payable within 45 days following the end of the Fiscal Year or the date of such termination without Cause, whichever is earlier.

Any terms and conditions of employment set out in the Employment Agreement and not explicitly modified herein shall remain in full force and effect for the duration of your employment. The Employment Agreement and this Amendment comprise the parties' entire agreement and supersede any and all other agreements, either oral or in writing, between you and Take-Two with respect to your employment with Take-Two (other than Take-Two's Employee Change in Control Severance Plan dated March 3, 2008, under which you shall be entitled to participate in accordance with its terms), and contain all of the covenants and agreements between the parties with respect to such employment in any manner whatsoever. Any modification or termination of these agreements will be effective only if in writing and signed by the party to be charged.

Please indicate your acceptance of this Amendment by signing below and returning an executed copy of this letter to me.

Please contact me with any questions or concerns.

Sincerely,

/s/ KARL SLATOFF

Karl Slatoff
Executive Vice President
Take-Two Interactive Software, Inc.

/s/GARY DALE Date: March 25, 2008
GARY DALE

Exhibit 99.1

CONTACT: **FOR IMMEDIATE RELEASE**

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TAKE-TWO INTERACTIVE SOFTWARE BOARD REJECTS ELECTRONIC ARTS' OFFER AS INADEQUATE

Recommends Stockholders Not Tender Shares at $26 a Share

Company to Begin a Review of Strategic Alternatives After Release of Grand Theft Auto IV

Company's Presentation at Bank of America Conference on March 26th at 2:40 pm ET to be Webcast

New York, NY— March 26, 2008 —The Board of Directors of Take-Two Interactive Software, Inc. (NASDAQ:TTWO) today announced that it has thoroughly reviewed Electronic Arts Inc.'s (NASDAQ: ERTS; "EA") unsolicited conditional tender offer with the assistance of its financial and legal advisors and unanimously determined that the $26.00 per share cash offer is inadequate in multiple respects and contrary to the best interests of Take-Two's stockholders. Accordingly, the Board recommends that stockholders not tender any of their shares to EA. The basis for the Board's unanimous decision is set forth in Take-Two's Schedule 14D-9 filed today with the Securities and Exchange Commission.

Take-Two also announced today the following actions:

- Filed a Solicitation / Recommendation Statement on Schedule 14D-9 with the SEC containing the Board's unanimous recommendation that stockholders reject Electronic Arts Inc.'s offer of $26.00 net per share in cash as being inadequate and not in the best interests of stockholders
- Filed a supplement to the proxy statement with the SEC to moot any claims alleged in a class action lawsuit that the proxy statement was misleading and incomplete
- Adopted a stockholders rights agreement and a Certificate of Designation for a new class of Series B Preferred Stock. The rights agreement will be outstanding for 180 days
- Changed the date and time of the 2008 Annual Meeting to Thursday, April 17, 2008 at 6:30 p.m. (New York City time)

- Amended Bylaws to provide for a new extended period of time for stockholders to nominate persons for election to the Board and propose business to be considered at the 2008 Annual Meeting
- Amended employment agreements with Lainie Goldstein (CFO), Seth Krauss (EVP and General Counsel) and Gary Dale (EVP)
- Participation in investor presentations, including the Bank of America 2008 Smid Cap Conference
- Suspended the acceleration of outstanding restricted stock awards under the Company's Incentive Stock Plan until such time that, among other things, payment is accepted for more than 50% of the Company's then outstanding shares in a tender offer

The Board also confirmed that it will explore alternatives to maximize value for stockholders, which may include a business combination with third parties or with EA, remaining independent, or other strategic or financial alternatives that could deliver higher stockholder value than the current EA offer. The Board has commenced a process for considering strategic alternatives in order to be prepared to engage in discussions with any parties, including EA, interested in a strategic business combination following Take-Two's release of *Grand Theft Auto IV*, scheduled for April 29, 2008. The Board continues to believe that the Company will be best positioned, from the perspective of both value and timing, to conduct such a review at that time. The Company has received indications of interest from third parties with respect to possible business combination transactions involving the Company since EA's announcement, but no substantive discussions have yet occurred. To facilitate its efforts to explore alternatives to maximize stockholder value, the Company has begun to assemble the materials necessary for interested parties to conduct due diligence. Prior to the release of *Grand Theft Auto IV*, the Company is willing to enter into confidentiality agreements on customary terms and to engage in preliminary conversations with interested parties, including EA.

Strauss Zelnick, Chairman of the Board of Take-Two, commented, "Take-Two's Board of Directors and senior management team were put in place less than one year ago with one mandate: maximize stockholder value. We have maintained a single-minded focus on that goal ever since and it remains the guiding principle in every decision we make with regard to Take-Two. Our Board, after careful review, has unanimously determined that Electronic Arts' offer continues to provide insufficient value and remains opportunistically timed to capture the value of the upcoming *Grand Theft Auto IV* launch at the expense of our stockholders."

"With one of the strongest portfolios of intellectual property in our business, a superb creative and business team, and a revitalization plan that is beginning to deliver results, Take-Two is uniquely positioned to create stockholder value in an industry that is enjoying the highest growth rates of any entertainment medium. We are effectively working toward a process to review all available options to maximize this value, either as an independent company or in

combination with a third party, and are open to beginning informal discussions starting now. Our stockholders' interests would hardly be served by accepting an offer from EA at the wrong price and the wrong time. As a result, the Board recommends that stockholders not tender any of their shares to EA."

Mr. Zelnick will be presenting at the Bank of America 2008 Smid Cap Conference on March 26, 2008 at 2:40 pm Eastern Time. To listen to the audio portion of the presentation live, log onto http://ir.take2games.com. A replay of the presentation will be archived and available following the presentation at the same location.

Reasons for the Board's Recommendation

In arriving at its decision, the Board of Directors considered numerous factors, including but not limited to the following:

- **EA's Offer price is inadequate and substantially undervalues the Company.** The Board of Directors has determined that the EA Offer price is inadequate and substantially undervalues the Company's established position in the interactive entertainment software market, robust and enviable stable of game franchises, extensive portfolio of owned intellectual property, creative talent, strong consumer loyalty and a growing sports business. In particular, the EA Offer does not adequately compensate stockholders for the Company's valuable franchises, which include more than 20 brands (in addition to *Grand Theft Auto*) that have sold one million or more units each, of which more than half are internally owned and developed and therefore deliver higher profit margins than licensed products.

- **The Company's financial advisors, Bear Stearns and Lehman Brothers, have each delivered an opinion stating that, as of the date of such opinion, the EA Offer price was inadequate, from a financial point of view, to the stockholders of the Company.**

- **The Company's directors and executive officers believe that the EA Offer price is inadequate and do not intend to tender their Shares.**

- **The Board of Directors is committed to exploring strategic alternatives to maximize stockholder value and may be able to find a better alternative to the EA Offer.** After the Company's release of *Grand Theft Auto IV*, scheduled for April 29, 2008, the Board of Directors is committed to exploring alternatives to maximize stockholder value, which may include a business combination of the Company with third parties or with EA, remaining independent, or other strategic or financial alternatives, that could deliver higher stockholder value than the EA Offer. The Board continues to believe that the Company will be best positioned, from the perspective of both value and timing, to conduct such a review at that time. The Company has received indications of interest from third parties with respect to possible business combination transactions involving the Company since EA's announcement, but no substantive discussions with respect thereto have yet occurred. To facilitate its efforts to explore alternatives to maximize stockholder value, the Company has begun to assemble the materials necessary for interested parties to conduct due diligence. Prior to the release of *Grand Theft Auto IV*, the Company is willing to enter into confidentiality agreements on customary terms and to engage in preliminary conversations (not in the Company's view amounting to negotiations) with interested parties, including EA. The Board of Directors believes that tendering Shares into the EA Offer before the Board of Directors and its advisors have had the opportunity fully to explore alternatives to the EA Offer could preclude its ability to effect an alternative transaction that could provide superior value to the Company's stockholders.

- **The timing of the EA Offer is opportunistic.** The EA Offer is opportunistic and has been timed to take advantage of the upcoming release of *Grand Theft Auto IV*, one of the most valuable and durable franchises in the interactive entertainment software industry and the Company's biggest selling and most profitable franchise. EA

launched an unsolicited bid for the Company even though the Company had extended an offer to negotiate with EA immediately following the release of *Grand Theft Auto IV* and, subject to the fiduciary duties of the Board of Directors, offered not to negotiate with any other third parties in the interim without first contacting EA. The Board of Directors believes the full commercial potential of the game will not be evident until after its release, and that the EA Offer was timed to capture the value of that anticipated commercial success at the expense of the Company's stockholders.

- **The EA Offer does not reflect progress in the Company's revitalization efforts.** The Offer price does not reflect the significant progress the Company has made in its revitalization efforts since June 2007, including the implementation of a more streamlined and efficient operating structure, a cost cutting initiative that is expected to achieve annualized savings of at least $25 million and a more disciplined product investment review process. Benefits of the revitalization plan have yet to be recognized fully in either the current stock price or in the Offer price.

- **The EA Offer does not reflect the Company's potential synergy value that a proposed combination with EA would create.** The EA Offer does not compensate the Company for the significant potential synergy value that the proposed combination would create. EA has been unwilling to estimate publicly the synergy potential but has acknowledged that there is significant synergy potential. Potential synergies related to a proposed combination include: realizing a sales uplift as a result of a broader reach of distribution infrastructure; leveraging investments in online, wireless and other evolving platforms; optimizing sports offerings; and reducing sales, general and administrative costs significantly. Certain equity research analysts concur with this point of view and have estimated that EA would realize approximately $50 million to $210 million in synergies per year following completion of a transaction.

- **The EA Offer does not properly reflect the Company's business, financial condition, current business strategy and future prospects.** The Board of Directors believes that management's and the Board of Directors' understanding of and familiarity with the Company's business, financial condition, current business strategy and future prospects has not been fully reflected in the Company's results of operations or Share price. The Company's management and Board of Directors remain entirely focused on generating the maximum value for stockholders. Stockholders elected new senior management and members of the Board of Directors less than one year ago because of this team's commitment to, and track record of, creating stockholder value, and industry experience. The Board of Directors believes that the Company's senior

management will be able to create stockholder value meaningfully in excess of the EA Offer price through the continued execution of the Company's current revitalization plan and business strategy.

- **The consideration offered by EA is taxable.** The consideration offered by EA would in general be taxable to the Company's stockholders.

- **The Offer is highly conditional, which results in significant uncertainty that the Offer will be consummated.**

Stockholders Rights Agreement

Take-Two also announced today that its Board of Directors has adopted a Stockholders Rights Agreement to protect stockholders against, among other things, unsolicited attempts to acquire control of the Company at an inadequate price for all stockholders or are otherwise not in the best interests of Take-Two and its stockholders. The Stockholders Rights Agreement has been adopted in response to EA's unsolicited tender offer to acquire all of Take-Two's outstanding shares of common stock for $26.00 per share in cash. The Board of Directors has committed to redeem the Rights distributed pursuant to the Rights Agreement 180 days after adoption of the Agreement.

Under the Stockholders Rights Agreement, the rights will become exercisable if a person becomes an "acquiring person" by acquiring 20% or more of the common stock of Take-Two or if a person commences a tender offer that could result in that person owning 20% or more of the common stock of Take-Two. The Stockholders Rights Agreement will not apply to existing stockholders who own 20% or more of Take-Two's existing common stock, unless and until they acquire an additional 2% of Take-Two's outstanding common stock.

Mr. Zelnick commented, "We have adopted this short-term Stockholders Rights Agreement in order to guard against a takeover by EA at the current, inadequate price. We believe the Rights Agreement will ensure that the Take-Two Board has adequate time to consider all strategic alternatives for maximizing value for Take-Two stockholders. The Agreement will not, and is not intended to, prevent a takeover of the Company on terms that are fair to and in the best interests of all stockholders."

Amendment to the Amended and Restated By-Laws of the Company

Take-Two also filed with the SEC on a Form 8-K dated March 26, 2008 an amendment to the by-laws of the Company. Specifically, the Board of Directors amended the by-laws of the Company to provide for a new period of time for stockholders to be able to nominate persons for election to the Board of Directors or to propose any business to be considered at the upcoming Annual Meeting. The period of time begins with the public announcement of the amendment to the by-laws and ends on April 15, 2008. To extend the period of time, the date of the Annual Meeting has been postponed from April 10, 2008 to April 17, 2008.

Further, in addition to stockholders of record on the record date (who currently are entitled to put forth a nomination or proposal), the Company will accept nominations and proposals from any person who was a stockholder of record or beneficial owner of Shares at any time between the record date and April 15, 2008. Finally, if a stockholder of the Company provides notice that it requires additional time to nominate persons for election to the Board of Directors or to propose business to be considered at the Annual Meeting, the Board of Directors will consider in good faith a request to adjourn the Annual Meeting for a reasonable period of time, not to exceed 30 days. The by-law amendment became effective immediately upon its approval by the Board of Directors.

Bear Stearns and Lehman Brothers are acting as financial advisors to Take-Two and Proskauer Rose LLP is acting as legal advisor.

For more information, please visit www.taketwovalue.com.

About Take-Two Interactive Software

Headquartered in New York City, Take-Two Interactive Software, Inc. is a global developer, marketer, distributor and publisher of interactive entertainment software games for the PC, PLAYSTATION®3 and PlayStation®2 computer entertainment systems, PSP® (PlayStation®Portable) system, Xbox 360® and Xbox® video game and entertainment systems from Microsoft, Wii™, Nintendo GameCube™, Nintendo DS™ and Game Boy® Advance. The Company publishes and develops products through its wholly owned labels Rockstar Games, 2K Games, 2K Sports and 2K Play, and distributes software, hardware and accessories in North America through its Jack of All Games subsidiary. Take-Two's common stock is publicly traded on NASDAQ under the symbol TTWO. For more corporate and product information please visit our website at www.take2games.com.

Important Legal Information

In connection with the tender offer commenced by Electronic Arts Inc. ("EA"), the Company has filed with the Securities Exchange Commission a Solicitation/Recommendation Statement on Schedule 14D-9. The Company's stockholders should read carefully the Solicitation/Recommendation Statement on Schedule 14D-9 (including any amendments or supplements thereto) prior to making any decisions with respect to EA's tender offer because it contains important information. Free copies of the Solicitation/Recommendation Statement on Schedule 14D-9 and the related amendments or supplements thereto that the Company has filed with the SEC are available at the SEC's website at www.sec.gov.

This press release contains forward-looking statements made in reliance upon the safe harbor provisions of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. The statements contained herein which are not historical facts are considered forward-looking statements under federal securities laws. Such forward-looking statements are based on the beliefs of our management as well as assumptions made by and information currently available to them. The Company has no obligation to update such forward-looking statements. Actual results may vary significantly from these forward-looking statements based on a variety of factors. These risks and uncertainties include the matters relating to the Special Committee's investigation of the Company's stock option grants and the restatement of our consolidated financial statements. The investigation and

conclusions of the Special Committee may result in claims and proceedings relating to such matters, including previously disclosed shareholder and derivative litigation and actions by the Securities and Exchange Commission and/or other governmental agencies and negative tax or other implications for the Company resulting from any accounting adjustments or other factors. Further risks and uncertainties associated with Electronic Arts' tender offer to acquire the Company's outstanding shares: the risk that key employees may pursue other employment opportunities due to concerns as to their employment security with the Company; the risk that the acquisition proposal will make it more difficult for the Company to execute its strategic plan and pursue other strategic opportunities; the risk that the future trading price of our common stock is likely to be volatile and could be subject to wide price fluctuations; and the risk that stockholder litigation in connection with Electronic Arts' tender offer, or otherwise, may result in significant costs of defense, indemnification and liability. Other important factors are described in the Company's Annual Report on Form 10-K for the fiscal year ended October 31, 2007, in the section entitled "Risk Factors" as updated in the Company's Quarterly Report on Form 10-Q for the fiscal quarter ended January 31, 2008, in the section entitled "Risk Factors." All forward-looking statements are qualified by these cautionary statements and are made only as of the date they are made.

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