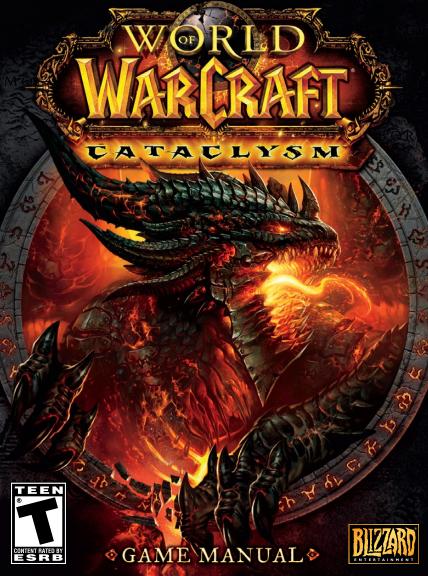
E X P A N S I O N S E T





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## Blizzard Entertainment

P.O. Box 18979, Irvine, CA 92623

(800) 953-SNOW Direct Sales

(949) 955-0283 International Direct Sales

(949) 955-1382 Technical Support

(800) 59-BLIZZARD Billing and Account Services

http://www.blizzard.com World Wide Web

techsupport@us.battle.net Technical Support

accountsupport@us.battle.net Billing and Account Services

#### WARNING-SEIZURES

A small percentage of people may experience a seizure or blackout triggered by light patterns, flashing lights, or other images that appear in computer games. If you have an epileptic condition, consult your physician before installing or playing this game. Even people who have no history of epilepsy may experience a seizure while viewing a computer game. A seizure can be accompanied by any of the following symptoms: altered vision, convulsions, disorientation, eye or muscle twitching, involuntary movements, or loss of movement. If you experience any of these symptoms, immediately stop playing and consult a doctor. Parents or guardians of children playing this game should monitor their children closely. If your child suffers any of these symptoms stop playing the game immediately and consult a doctor.

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# Getting Started

## PC System Requirements

OS: Minimum: Windows® XP/Windows Vista®/Windows® 7 (Latest Service Packs)

Recommended: 64-bit Windows Vista®/Windows® 7

Processor: Minimum: Intel Pentium® 4 1.3 GHZ or AMD Athlon™ XP 1500+

Recommended: Dual core processor

Memory: Minimum: 1 GB RAM

Recommended: 2 GB RAM

Video: Minimum: NVIDIA® GeForce® FX or ATI Radeon™ 9500 video card or better

Recommended: 256 MB NVIDIA® GeForce® 8600 or ATI Radeon™ HD 2600 or better

#### Installation Instructions

Place the World of Warcraft: Cataclysm DVD into your DVD-ROM drive. If your computer has autoplay enabled, an installation window will automatically pop up on your Windows desktop. Click the Install World of Warcraft: Cataclysm button and follow the onscreen instructions to install World of Warcraft: Cataclysm button. If the installation window does not appear, open the My Computer icon on your desktop and double-click the drive letter corresponding to your DVD-ROM drive to open it. Double-click the Install.exe icon in the DVD-ROM contents and follow the onscreen instructions to install the World of Warcraft: Cataclysm.

### Mac System Requirements

OS: Minimum: Mac® OS X 10.5.8, 10.6.4 or newer

Recommended: Mac® OS X 10.6.4 or newer

Processor: Minimum: Intel® Processor

Recommended: Intel® Core™ 2 Duo processor

Memory: Minimum: 2 GB RAM

Recommended: 4 GB RAM

Video: Recommended: NVIDIA® GeForce® 9600M GT or ATI Radeon™ HD 4670 or better

#### **Installation Instructions**

Place the *Cataclysm* DVD in your DVD-ROM drive. Double-click the *World of Warcraft: Cataclysm* DVD icon. Then double-click the Installer application to copy the required game files to your hard drive.

### All Platforms

**Controls:** A keyboard and mouse are required. Input devices other than a mouse and keyboard are not supported

Connectivity: You must have an active broadband Internet connection to play

Mouse: Multi-button mouse with scroll wheel recommended

**DVD:** 4X DVD-ROM drive

HD Space: 25 GB free HD space

Video: For a complete list of supported 3D cards, please visit: http://www.blizzard.com/support/article/WoWsupportedvideo

Note: Due to potential programming changes, the Minimum System Requirements

for this game may change over time.

## Troubleshooting

If you experience any trouble running *World of Warcraft: Catalcysm*, be sure to read the most recent readme.txt and patch notes text files. These files detail the latest changes and any bug fixes made to the game. Your problem might already be listed there, along with possible solutions. Many times, errors in running the game can be attributed to a lack of updated drivers. Ensure that the drivers for all your hardware are up to date before contacting Blizzard Entertainment for technical support.

## General Troubleshooting [PC]

### **General Lockups/Video Problems**

If your computer hard locks without an error message, reboots during game play, will not start, or has distorted graphics of any sort, please make sure you have the latest video card drivers for your video card. Contact your hardware manufacturer to find the latest drivers available, or check our Video Card Information page on our support website for links to the most common hardware vendors at: http://www.blizzard.com/support/article/driverupdates

#### **Sound Issues**

If you are experiencing sound distortions, periodic loss of sound, loud squelches, whistles, or pops, confirm that you have the latest version of DirectX installed on your system. Also, verify that your sound drivers are compatible with the newest version of DirectX. Contact your hardware manufacturer to find the latest drivers available, or check our Driver Update Information page on our support website for links to the most common hardware vendors at:

http://www.blizzard.com/support/article/driverupdates

## General Troubleshooting [Mac]

Most lockups, video problems, or sound problems can be solved by installing the latest available software updates from Apple. All of the latest video and sound drivers are included in the OS available from Software Update from the Apple menu. You can find additional troubleshooting instructions at: http://www.blizzard.com/support

## **Technical Support Contacts**

#### **Web Support**

The Blizzard Entertainment Technical Support website has solutions to the most common game questions and problems. Our Technical Support website is located at: http://www.blizzard.com/support

#### **Email Support**

You can email the Technical Support department at any time at techsupport@us.battle.net. Under normal circumstances you will receive an automated reply within 15 minutes, detailing solutions to the most common problems. Typically a second email containing a more detailed solution to your particular problem/question will be sent to you 24 to 72 hours later.

#### **Live Phone Support**

We offer live phone support seven days a week 7 A.M. to 8 P.M., Pacific Standard Time (except on U.S. holidays). Contact our Technical Support staff by calling us at **(949) 955-1382**. This form of support carries no charge other than any normal long-distance charges from your phone company for calls outside your local area.

#### NO GAMEPLAY HINTS WILL BE GIVEN THROUGH THIS NUMBER.

Please be sure to consult our troubleshooting section before calling Technical Support, and be near your computer if possible when calling.

**Note:** For updated information about protecting your computer and World of Warcraft account, along with answers to commonly asked questions and additional troubleshooting material, go to: <a href="http://www.blizzard.com/support">http://www.blizzard.com/support</a>

#### **Game Hints**

If you are seeking a game tip, hint, or additional game information for *World of Warcraft*, please visit: http://www.battle.net/wow

#### **Game Performance**

If you encounter slow or choppy game play, there are several game options that can be adjusted to improve performance. These options are accessible via the Video Options menu. Selecting a lower resolution, decreasing the View Distance, Particle Density, Shadow Quality and Environment Detail will have the greatest effect.

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# Account Setup and Billing

### Upgrading an Account

In order to play World of Warcraft: Cataclysm and have access to the new game content, you must upgrade your existing World of Warcraft: Wrath of the Lich King subscription on your Battle.net account. Once you begin installing World of Warcraft: Cataclysm and you have agreed to the End User License Agreement, you will be prompted to upgrade your account via the Account Upgrade window. You may choose to upgrade immediately by clicking the "Upgrade" button. If you prefer to wait, you can click the "Skip" button and upgrade later in the installation process or (once your installation is complete) via the website. If you choose to upgrade immediately, you will be prompted to enter your current Battle.net account, password, and authentication key. Your account must be current and in good standing. Press the "Upgrade" button when you are done, and you will be given the opportunity to upgrade another account by clicking the "Upgrade Another" button. You may close the window by clicking the "OK" button.

**Note:** You can only upgrade ONE World of Warcraft: Wrath of the Lich King account with your authentication key for World of Warcraft: Cataclysm. Please make certain that you are upgrading the correct account, as your authentication key cannot be reused in the event of a mistake. The upgrade process does not add game time to a World of Warcraft Account.

## Starting the Game

After you have successfully installed *World of Warcraft: Cataclysm*, start a game by double-clicking the *World of Warcraft: Cataclysm* icon on your desktop. You can also start a game from the Start menu (PC). Once you start the game, you are taken to the Account Name field screen. After agreeing to the Terms of Use (see below), you will see a blank Account Name field and a blank Account Password field in the middle of the screen. Enter your Account Name and Account Password in the appropriate fields, and press the Login button. You are now ready to play *World of Warcraft: Cataclysm*.

Note: Employees of BLIZZARD ENTERTAINMENT will never ask for your password.

#### **Internet Connection**

Being a massively multiplayer online role-playing game, *World of Warcraft* is played entirely online and has no offline component. You must have an active Internet connection to play this game. Blizzard is not responsible for any fees you may incur from your Internet service provider that are in addition to your monthly *World of Warcraft* subscription fee.

### **Terms of Use Agreement**

The first time you load *World of Warcraft: Cataclysm*, a Terms of Use Agreement will appear on your screen before you can progress to the Account Name field screen. To play the game, you must

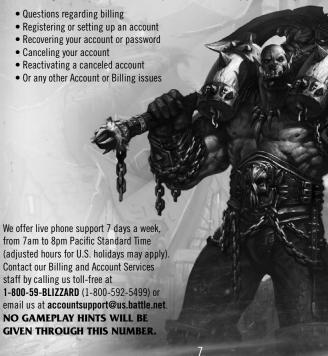
read the agreement in its entirety and click the Agree button. The Agree button is grayed out initially but becomes enabled when you scroll to the end of the agreement. After agreeing to the Terms of Use, you are allowed to play the game. If you refuse the Terms of Use, you cannot play the game. Any time the Terms of Use Agreement is updated, it will reappear when you next start the game. You must read it again and click the Agree button to progress to the Login screen.

#### **Payment Methods**

During account creation, you must specify your method of payment. You can pay your monthly fees by credit card, with prepaid time cards sold by Blizzard Entertainment online and in local game stores, or by other methods depending on your location. More information can be found at <a href="http://www.battle.net/wow">http://www.battle.net/wow</a>

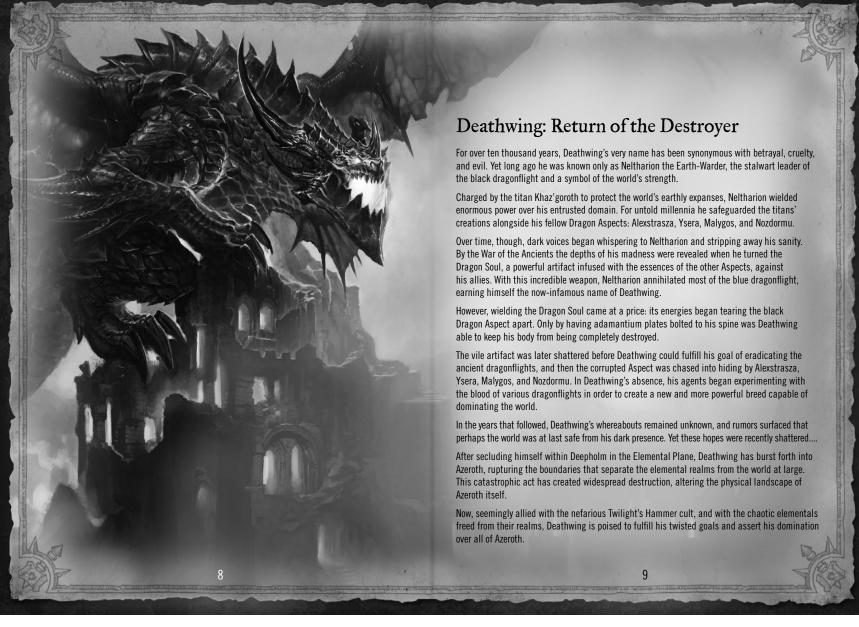
#### **Account and Billing Issues**

If you have any questions or issues dealing with billing or your *World of Warcraft* account, please contact Billing and Account Services. Our representatives can help you with many issues, including:



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# Azeroth: The Edge of Oblivion

After the costly war against the Lich King and his undead Scourge ended in victory for the Horde and the Alliance, many hoped for lasting peace. Yet just as Azeroth's denizens began recovering from the years of pain and suffering caused by the Scourge, the very foundations of the world crumbled.

Deathwing, the corrupted black Dragon Aspect, had erupted from his domain within Deepholm in the Elemental Plane. In the wake of this catastrophic act, the face of Azeroth changed forever. Violent earthquakes ripped open jagged fissures in many regions; fiery volcanoes rose to the surface: and massive tidal waves obliterated coastal areas.

Even more unsettling, however, is that the once-secure boundaries of the Elemental Plane's regions—the Abyssal Maw, Deepholm, the Skywall, and the Firelands—have burst open. Now free, destructive elemental spirits and their ruthless lords are pouring into Azeroth.

Already the servants of Ragnaros the Firelord are sweeping across the slopes of Mount Hyjal in a bid to set the legendary World Tree ablaze, while far to the south in Uldum, Al'Akir the Windlord's fierce elemental minions are laying siege to the desert region's mysterious titan structures.

The Twilight's Hammer, a cult owing its allegiance to the malefic Old Gods and rumored to be working alongside Deathwing, has seized upon the opportunity and begun enslaving elementals for its own sinister purposes.

In light of all that has transpired, the wise shaman Thrall has chosen to investigate the world's growing elemental instability. Thus he has temporarily relinquished his title of Horde warchief and passed it on to Garrosh Hellscream, son of the legendary orc hero Grom. Under Garrosh's command, the Horde's belligerence toward the Alliance is growing. Most recently the headstrong new warchief led his forces on a rampage through neighboring Ashenvale, claiming much of what was once night elf land.

King Varian Wrynn has not backed down from Garrosh's aggression, nor has the rest of the Alliance. Offensives into the Southern Barrens have secured territory once belonging to the Horde for Varian and his allies, who are also working to retake portions of Ashenvale. With tensions rising, both factions are on the brink of all-out warfare.

However, internal strife has also threatened to upset the balance of power among Azeroth's great races. In Thunder Bluff, Baine Bloodhoof has taken over leadership of the tauren following the death of his father, Cairne, in a duel with Garrosh. Baine most recently launched a brilliant attack against the Grimtotem tauren tribe and its matriarch, Magatha, who had temporarily seized Thunder Bluff in the wake of Cairne's death.

Across the Great Sea in Khaz Modan, the future of Ironforge is in peril. During an ill-fated earthen ritual, King Magni Bronzebeard unexpectedly turned into diamond, leaving vacant the throne of Ironforge. The Wildhammer, Bronzebeard, and Dark Iron clans have since agreed to jointly rule over the mountain city in Magni's absence, but it remains to be seen whether these groups can overcome their bitter rivalries and rule as one.

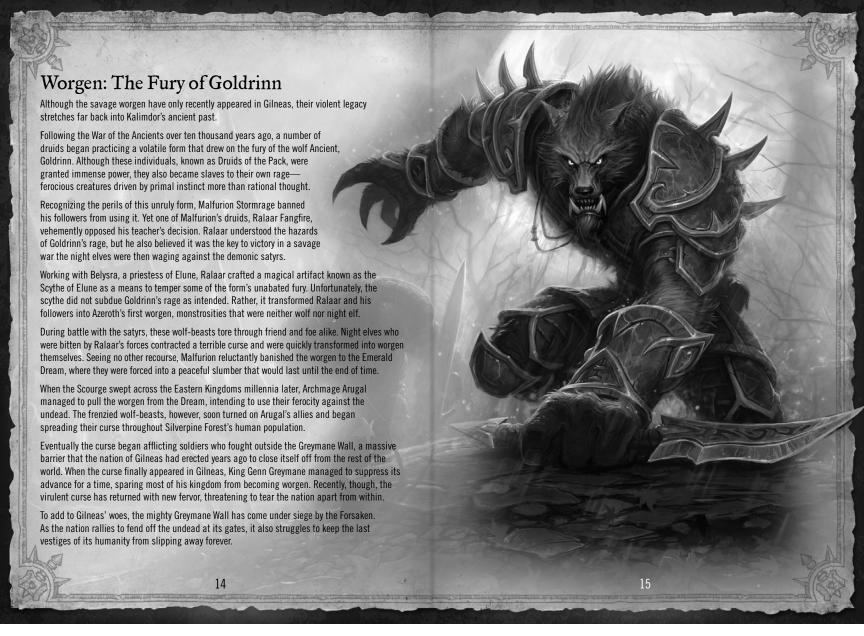
Amid the chaos and confusion gripping the world, two unaffiliated groups are struggling to overcome their own problems. Gilneas, a human kingdom ravaged by the curse of the worgen, has been seized by the Forsaken. Rejoining its former allies, the Alliance, might be the embattled nation's only chance to reclaim its homeland from the undead.

In the South Seas, the goblins of the Bilgewater Cartel cling to survival after being driven from their home on the Isle of Kezan. Although neutrality has long been favored among this race, hostile encounters with the Alliance have led Kezan's exiles to consider partnership with the Horde, a choice that could prove mutually beneficial for both parties.

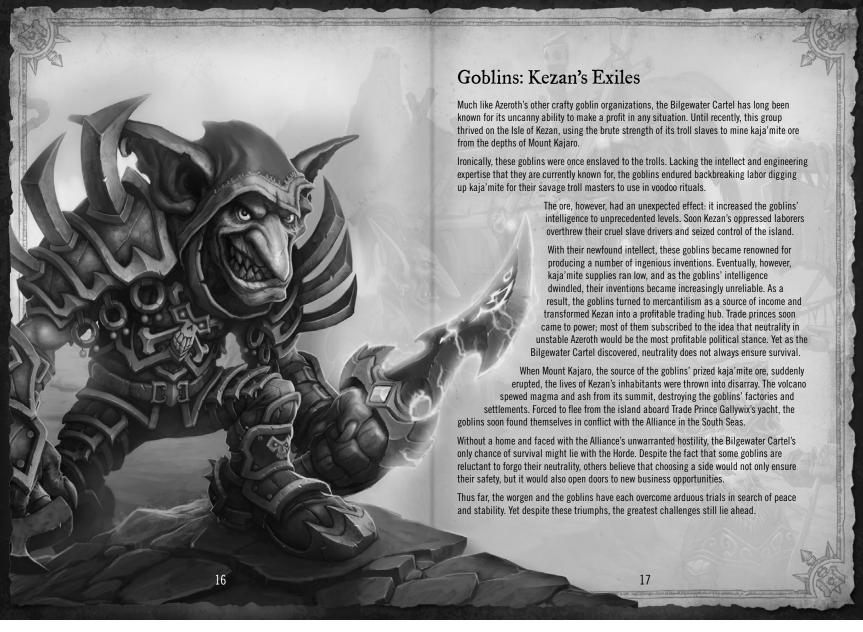
Regardless of how valuable the aid of the Bilgewater Cartel and Gilneas would be in these unstable times, if the growing animosity between the Horde and the Alliance diverts their focus from ending Deathwing's machinations, all will be lost.



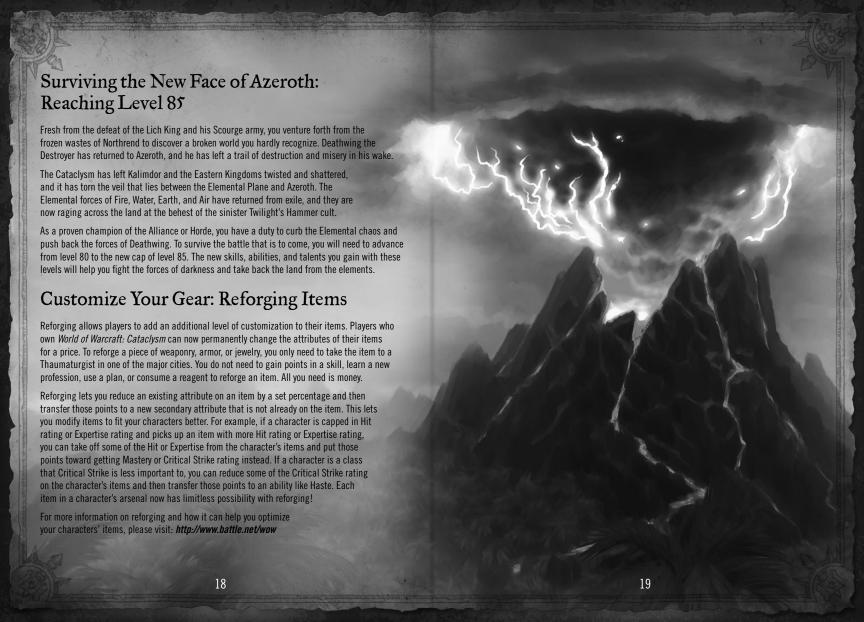
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# New Secondary Profession: Archeology

The Cataclysm was a time of great upheaval: continents were broken and whole zones were torn asunder. During this destruction, the ruins of ancient civilizations and the remnants of long forgotten Titan sites were unearthed all over the world. These significant historical finds have piqued the interest of many of the more curious denizens of Azeroth. Players who are bold enough to look for answers from the past can now learn the new secondary profession, Archeology. Archeology is available to all players who own *World of Warcraft: Cataclysm*.

Archeology allows you to travel the world, searching for and collecting fragments from Archeological sites to complete artifacts. You can also receive Archeology fragments as quest rewards or as drops from fallen enemies and bloated fish. The artifacts that you assemble produce different rewards, like superior items or pets, and they each help to unravel a piece of the story of World of Warcraft: Cataclysm. The types of fragments you can find are linked to the different kinds of Archeological sites. When you explore ruined Troll temples, abandoned Dwarven fortresses, or haunted Night Elf settlements, you will discover fragments relating to those civilizations.

Archeology artifacts are stored in the Archeology journal and not in your inventory. The Archeology journal records each of the fragments you find; it allows you to assemble your artifacts; and it contains the lore associated with your artifacts.

Two factions are at the forefront of the race to harvest the world's forgotten treasures: the Explorers' League of the Alliance and the Reliquary of the Horde. The Explorers' League is a Dwarven organization that is dedicated to discovering ancient ruins and compiling the history of Azeroth. The Reliquary is a Blood Elf organization that is committed to studying the past and acquiring objects and places of power. You can gain reputation with these factions, and the members of these factions serve as Archeology trainers.

To find out more about Archeology and how it can help you unravel the mysteries of World of Warcraft: Cataclysm, please visit: http://www.battle.net/wow

# We're in This Together: Improved Guild System

Guilds are more fun and exciting to be a part of than ever. Players in a guild can now earn guild rewards just by taking on difficult quests, instances, and boss encounters with their guild. The level of your participation in your guild determines the types of rewards you can earn. The more you participate in your guild, the greater the rewards. Guild rewards can help you make your characters more effective in their roles, and they can raise your characters' prestige within your guild.

Guilds can now level from 1–25. Guilds gain levels by earning guild experience. Guilds receive guild experience points for activities and accomplishments like completing quests, winning battlegrounds, killing bosses, and earning guild achievements. For every level a guild earns, it also receives a guild perk. Guild perks are similar to player talents in that some guild perks give guild members passive bonuses, and other guild perks allow guild members to learn new spells that are exclusive to guilds.

Guilds can earn guild achievements. Some guild achievements just get you vanity rewards, but other guild achievements actually unlock rewards you can purchase.

Guild members can earn reputation with their guild, based on their contribution to the guild's experience points. Guild reputation unlocks special rewards that you can purchase. Guild members can also earn guild titles based on their guild reputation level.

As a guild member, you can purchase many different kinds of guild rewards. A combination of guild achievements and faction standings unlocks guild rewards. Guild rewards can be heirlooms, guild bank tabs, profession plans, and vanity items like mounts, standards, and pets. Once these rewards are unlocked for a guild, any member of the guild can purchase them for gold in a capital city.

Heirlooms are now also available through guild rewards. You can obtain heirlooms by participating in your guild, and all heirlooms on your characters will stop scaling with level after level 80.

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The guild interface is now more helpful and informative with the new guild news feed. Guild news tracks every significant feat each guild member accomplishes over a period of time and posts it to the guild interface. If you pick up an epic item, earn an achievement, or kill a boss, your accomplishment is posted to your guild's news feed. Each guild news post is also hot linked. For example, if someone in your guild picks up a rare quest item, you can click on its hot link entry in the guild news, and information about the item will appear in-game.

To find out more about how guilds can enrich your gaming experience, please visit: http://www.battle.net/wow

# Competitive PvP: Rated Battlegrounds

You can now play at a higher, more competitive level in battlegrounds with the new rated battlegrounds. As an alternative to regular battlegrounds and arena PvP, rated battlegrounds allow organized groups of players to battle against one another for high-end rewards. Rated battlegrounds do not replace regular battlegrounds.

Each player who participates in rated battlegrounds is given a personal battleground rating. Your rating reflects how well you have done in rated battlegrounds and how successful you have been at winning matches.

With each rated battleground or arena win, you earn conquest points. You can use conquest points to purchase some of the best PvP gear in the game. The higher your battleground rating, the faster you can earn conquest points. However, there is a limit to the total number of conquest points you can earn each week.

The sizes of the groups you need to participate in rated battlegrounds rotate weekly. The group size tiers for rated battlegrounds are 10v10, 15v15, and 25v25.

Rated battlegrounds have PvP seasons just like arenas. At the end of a rated battleground season, titles and rewards, like mounts, are awarded to players, based on how successful they were during the season. How well you did during the season is determined by your personal battleground rating.

To learn more about how you can participate in the large-scale competitive PvP of rated battlegrounds, please visit http://www.battle.net/wow



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Last Updated July 15, 2010

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- B. use cheats, automation software (bots), hacks, mods or any other unauthorized third-party software designed to modify the World of Warcraft experience:
- C. exploit the Game or any of its parts, including without limitation the Game Client, for any commercial purpose, including without limitation (a) use at a cyber cafe, computer gaming center or any other location-based site without the express written consent of Blizzard; (b) for gathering in-game currency, items or resources for sale outside the Game; or (c) performing in-game services in exchange for payment outside the Game, e.g., power-leveling;
- D. use any unauthorized third-party software that intercepts, "mines", or otherwise collects information from or through the Game or the Service, including without limitation any software that reads areas of RAM used by the Game to store information about a character or the game environment; provided, however, that Blizzard may, at its sole and absolute discretion, allow the use of certain third party user interfaces:
- E. modify or cause to be modified any files that are a part of the Game Client in any way not expressly authorized by Blizzard;
- E. host, provide or develop matchmaking services for the Game or intercept, emulate or redirect the communication protocols used by Blizzard in any way, for any purpose, including without limitation unauthorized play over the internet, network play, or as part of content aggregation networks:
- 6. facilitate, create or maintain any unauthorized connection to the Game or the Service, including without limitation (a) any connection to any unauthorized server that emulates, or attempts to emulate, the Service; and (b) any connection using programs or tools not expressly approved by Blizzard; or
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- 8. Patches and Updates. Blizzard may deploy or provide patches, updates and modifications to the Game that must be installed for the user to continue to play the Game. Blizzard may update the Game remotely including without limitation the Game Client residing on the user's machine, without the knowledge of the user, and you hereby grant to Blizzard your consent to deploy and apply such patches, updates and modifications.
- 9. Duration of the "On-line" Component of the Game. This Game is an 'on-line' game that must be played over the Internet through the Service as provided by Blizzard. You understand and agree that the Service is provided by Blizzard at its discretion and may be terminated or otherwise discontinued by Blizzard pursuant to the Wolf Yerms of Use.
- 10. Limited Warranty. THE GAME (INLIDING WITHOUT LIMITATION THE GAME CLIENT AND MANUAL(S)) IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY INNLED WARRANTIES OF CONDITION, UNINTERRUPTED USE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. The entire risk arising out of use or performance of the Game (including without limitation the Game Client and manual(s)) remains with the user. Notwithstanding the foregoing, Blizzard warrants up to and including 90 days from the date of your purchase of the Game that the media containing the Game Client shall be free from defects in material and workmanship. In the event that such media proves to be defective during that time period, and upon presentation to Blizzard of proof of purchase of the defective media, Blizzard will at its option (a) correct any defect, (b) provide you with a similar product of similar value, or (c) refund your money. THE FOREGOING IS YOUR SOLE AND EXCLUSIVE REMEDY FOR THE EXPRESS WARRANTY SET FORTH IN THIS SECTION. Some states do not allow the exclusion of limitation of implied warranties, so the above limitations may not apply to you.
- 11. Limitation of Liability, Indemnity, NETTHER BLIZZARD NOR ITS PARENT, SUBSIDIARIES OR AFFILIATES SHALL BE LIABLE IN ANY WAY FOR ANY LOSS OR DAMAGE OF ANY KIND ARISING OUT OF THE GAME OR ANY USE OF THE GAME, INCLUDING WITHOUT LIMITATION LOSS OF DATA, LOSS OF GODDWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER DAMAGES OR LOSSES. FURTHER, NETTHER BLIZZARD NOR ITS PARENT, SUBSIDIARIES OR AFFILIATES SHALL BE LIABLE IN ANY WAY FOR ANY LOSS OR DAMAGE TO PLAYER CHARACTERS, VIRTUAL GOODS (E.G., ARMOR, POTIONS, WEAPONS, ETC.) OR CURRENCY, ACCOUNTS, STATISTICS, ON USEX TRADINOS, RANKS, OR PROFILE INFORMATION STORED BY THE GAME AND/OR THE SERVICE. BLIZZARD SHALL NOT BE RESPONSIBLE FOR ANY INTERRUPTIONS OF SERVICE, INCLUDING WITHOUT LIMITATION ISP DISCUPTIONS, SOFTWARE OR HARDWARE FAILURES, OR ANY OTHER EVENT WHICH MAY RESULT IN A LOSS OF DATA OR DISRUPTION OF SERVICE. IN NO EVENT WILL BLIZZARD BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES. In no event shall Blizzard's liability, whether arising in contract, tort, strict liability or otherwise, exceed (in the aggregate) the total fees paid by you to Blizzard during the six (6) months immediately prior to the mesuch claim arose. You hereby agree to defend, indemnify and hold Blizzard harmless from and against any claim, liability, loss, injury, damage, cost or expense (including reasonable attorneys' fees) incurred by Blizzard arising out of or from your use of the Game. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations may not adopt to you
- 12. Equitable Remedies. You hereby agree that Blizzard would be irreparably damaged if the terms of this License Agreement were not specifically enforced, and therefore you agree that Blizzard shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect to breaches of this License Agreement, in addition to such other remedies as Blizzard may otherwise have available to it under applicable laws. In the event any litigation is brought by either party in connection with this License Agreement, the prevailing party in such litigation shall be entitled to recover from the other party all the costs, attorneys' fees and other expenses incurred by

such prevailing party in the litigation.

13. Changes to the Agreement. Blizzard may replace this Agreement with new versions (each a "New EULA") over time as the Game and the law evolve. This Agreement will terminate immediately upon the introduction of a New EULA, and you will be given an opportunity to review and accept the New EULA. If you accept the New EULA, and if the Account registered to you remains in good standing, you will be able to continue playing the Game subject to the terms of the New EULA. If you decline to accept the New EULA or if you cannot comply with the terms of the New EULA for any reason, you will no longer be permitted to play the Game. New EULAs will not be applied retroactively. Blizzard may change, modify, suspend, or discontinue any aspect of the Game at any time. Blizzard may also impose limits on certain features or restrict your access to parts or all of the Game without notice or liability.

#### 14. Dispute Resolution and Governing Law.

- A. Informal Negotiations. To expedite resolution and control the cost of any dispute, controversy or claim related to this License Agreement ("Dispute"), you and Blizzard agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least 30 days before initiating any arbitration or court proceeding. Such informal negotiations commence upon written notice from one person to the other. Blizzard will send its notice to your billing address and email you a copy to the email address you have provided to us. You will send your notice to Blizzard Entertainment, Inc., P.O. Box 1879, Ivrice CA 92623, attn: Legal Department.
- B. Binding Arbitration. If you and Blizzard are unable to resolve a Dispute through informal negotiations, either you or Blizzard may elect to have the Dispute (except those Disputes expressly excluded below) finally and exclusively resolved by binding arbitration. Any election to arbitrate by one party shall be final and binding on the other. YOU UNDERSTAND THAT ABSENT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and, where appropriate, the AAAS supplementary Procedures for consumer Related Disputes ("AAA Consumer Rules"), both of which are available at the AAA website www.adr.org. The determination of whether a Dispute is subject to arbitration shall be governed by the Federal Arbitration Act and determined by a court rather than an arbitrator. Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Rules and, where appropriate, limited by the AAA rousemer Rules. It is such costs are determined by the arbitrator to be excessive, Blizzard will pay all arbitration fees and expenses. The arbitration may be conducted in person, through the submission of documents, by phone or online. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by a party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except as otherwise provided in this License Agreement, you and Blizzard may litigate in court to compel arbitration, stay proceeding pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator.
- C. Restrictions. You and Blizzard agree that any arbitration shall be limited to the Dispute between Blizzard and you individually. To the full extent permitted by law, (1) no arbitration shall be joined with any other, (2) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (3) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.
- D. Exceptions to Informal Negotiations and Arbitration. You and Blizzard agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration: (1) any Disputes seeking to enforce or protect, or concerning the validity of, any of your or Blizzard's intellectual property rights; (2) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy or unauthorized use; and (3) any claim for injunctive relief.
- E. Location. If you are a resident of the United States, any arbitration will take place at any reasonable location convenient for you. For residents outside the United States, any arbitration shall be initiated in the County of Los Angeles, State of California, United States of America. Any Dispute not subject to arbitration (other than claims proceeding in any small claims court), or where no election to arbitrate has been made, shall be decided by a court of competent jurisdiction within the County of Los Angeles, State of California, United States of America, and you and Blizzard agree to submit to the personal jurisdiction of that court.
- F. Governing Law: Except as otherwise set forth herein, this License Agreement shall be governed by, and will be construed under, the Laws of the United States of America and the law of the State of Delaware, without regard to choice of law principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. For our customers who purchased a license to the Game in, and are a resident of, Canada, Australia, Singapore, or New Zealand, other laws may apply if you choose not to agree to arbitrate as set forth above; provided, however, that such laws shall affect this Agreement only to the extent required by such jurisdiction. In such a case, this Agreement shall be interpreted to give maximum effect to the terms and conditions hereof. If you purchased your license to the Game in New Zealand, and are a resident of New Zealand. The New Zealand Consumer Guarantees Act of 1993 ("Act") may apply to the Game and/or the Service as supplied by Blizzard to you. If the Act applies, then notwithstanding any other provision in this License Agreement, you may have rights or remedies as set out in the Act which may apply in addition to, or, to the extent that they are inconsistent, instead of, the rights or remedies set out in this License Agreement. Those who choose to access the Service from locations outsoff of the United States, Canada, Australia, Singapore, or New Zealand do so on their own initiative and are responsible for compliance with local laws if and to the extent local laws are anniticable
- 6. Severability. You and Blizzard agree that if any portion Section 14 is found illegal or unenforceable (except any portion of 14(D)) that portion shall be severed and the remainder of the Section shall be given full force and effect. If Section 14(D) is found to be illegal or unenforceable then neither you nor Blizzard will elect to arbitrate any Dispute falling within that portion of Section 14(D) is found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the Country of Los Angeles, State of California, United States of America. and you and Blizzard agree to submit to the personal jurisdiction of that court.
- 15. Miscellaneous. This License Agreement constitutes and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior oral or written agreements, provided, however, that this Agreement shall coexist with, and shall not supersede, the WoW Terms of Use. To the extent that the provisions of this Agreement conflict with the provisions of the WoW Terms of Use, the conflicting provisions in the WoW Terms of Use shall govern. The provisions of Sections 3, 4, 10-12, 14 and 15 shall survive the termination of this Agreement for any reason. If any provision of this Agreement is found to be unenforceable, that provision shall be severed and the remainder of the Agreement shall be given full force and effect.



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