



XBOX 360.

DIABLO

Vimm's Lair



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

Important Health Warning: Photosensitive Seizures

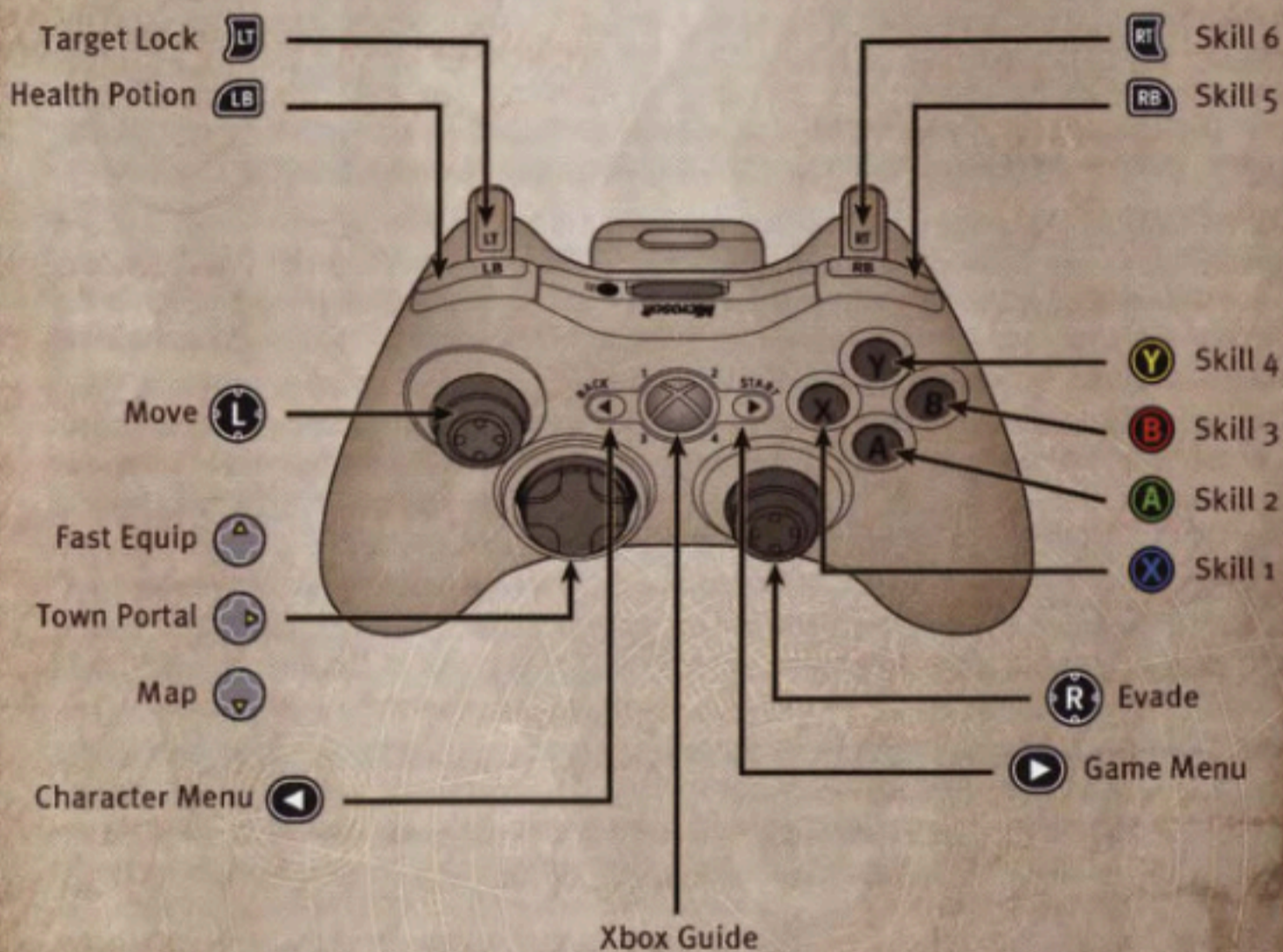
A very small percentage of people may experience a seizure when exposed to certain visual images, including flashing lights or patterns that may appear in video games. Even people with no history of seizures or epilepsy may have an undiagnosed condition that can cause "photosensitive epileptic seizures" while watching video games. Symptoms can include light-headedness, altered vision, eye or face twitching, jerking or shaking of arms or legs, disorientation, confusion, momentary loss of awareness, and loss of consciousness or convulsions that can lead to injury from falling down or striking nearby objects. **Immediately stop playing and consult a doctor if you experience any of these symptoms.** Parents, watch for or ask children about these symptoms—children and teenagers are more likely to experience these seizures. The risk may be reduced by being farther from the screen; using a smaller screen; playing in a well-lit room, and not playing when drowsy or fatigued. If you or any relatives have a history of seizures or epilepsy, consult a doctor before playing.

CUSTOMER SUPPORT

WEBSITE: <http://battle.net/support>

PHONE: +1 (949) 955-1382 (International rates may apply)

Controller Scheme



SOFTWARE LICENSE AGREEMENT

THIS SOFTWARE PROGRAM IS LICENSED, NOT SOLD. BY INSTALLING, OR OTHERWISE USING THE PROGRAM (DEFINED BELOW), YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU ARE NOT PERMITTED TO INSTALL OR USE THE PROGRAM.

This Diablo® III interactive game, and all files that are delivered to you by Blizzard Entertainment, Inc. (via on-line transmission or otherwise) to "patch," update, or otherwise modify the software program, as well as all printed materials and electronic documentation (the "Manual"), together with any and all copies and derivative works of such software program and Manual (collectively, the "Program") is the copyrighted work of Blizzard Entertainment, Inc. or its licensors (collectively, "Blizzard"). Any and all uses of the Program are governed by the terms of this License Agreement (the "License Agreement" or "Agreement"). The Program is distributed solely for use by authorized end users according to the terms of this License Agreement. Any use, reproduction, modification or distribution of the Program not expressly authorized by the terms of this License Agreement is expressly prohibited.

GRANT OF LIMITED USE LICENSE. Subject to your agreement to and continuing compliance with this License Agreement, Blizzard hereby grants, and you hereby accept, a limited, non-transferable, non-sublicensable, non-exclusive license to use one copy of the Program for your noncommercial entertainment purposes. This license granted is subject to the following limitations, and you agree that you will not:

- In whole or in part, copy or reproduce (except as provided herein), translate, reverse engineer, derive source code from, modify, disassemble, decompile, or create derivative works based on the Program;
- Use cheats, automation software (bots), hacks, or any other unauthorized third-party software designed to modify the Program experience, including without limitation, mods that violate the terms of this License Agreement or the Terms of Use;
- Exploit the Program or any of its parts for any commercial purpose without Blizzard's express permission;
- Modify or cause to be modified any files that are a part of the Program in any way not expressly authorized by Blizzard;
- Host, provide or develop matchmaking services for the Program 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 (except as expressly authorized by Blizzard), or as part of content aggregation networks;
- Facilitate, create or maintain any unauthorized connection to the Program, including without limitation (a) any connection to any unauthorized server that emulates, or attempts to emulate, the Program; and (b) any connection using third party programs or tools; or
- Attempt to sell, sublicense, rent, lease, grant a security interest in or otherwise transfer any copy of the Program or your rights to the Program to any other party in any way not expressly authorized herein.

EXPORT. The Program may not be re-exported, downloaded or otherwise exported into (or to a national or resident of) any country to which the U.S. has embargoed goods, or to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders. You represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

LIMITED WARRANTY. Blizzard warrants that the media containing the Program shall be free from defects in material and workmanship for a period of 90 days from the date of your purchase of the Program. In the event that the media containing the Program proves to be defective during that time period, Blizzard will at its option (a) correct any defect, (b) provide you with a similar product of similar value, or (c) refund your money when you present Blizzard with proof of purchase of the defective media. THIS IS YOUR SOLE AND EXCLUSIVE REMEDY FOR THE EXPRESS WARRANTY SET FORTH IN THIS SECTION. THE PROGRAM (INCLUDING WITHOUT LIMITATION THE PROGRAM SOFTWARE AND MANUAL(S)) IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF CONDITION, UNINTERRUPTED USE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. The entire risk arising out of the use or performance of the Program (including without limitation the program software and manual(s)) remains with you, the user. Some jurisdictions do not allow the exclusion or limitation of implied warranties, so the above limitations may not apply to you.

If you are a resident of Australia, the benefits provided to you by this Limited Warranty are in addition to other rights or remedies you may have under local laws related to the goods to which the warranty applies. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. The provisions of this clause containing the Limited Warranty and the clause containing the Limitation of Liability and Indemnity below apply only to the extent permitted by the Competition and Consumer Act 2010 (Cth). The entitlement to a replacement or a refund for a major failure is not subject to Blizzard's option. To submit a warranty claim to Blizzard, please call 1800 041 378 or send to PO Box 544, Pyrmont NSW 2009 Australia. The user is responsible for the costs of returning media to Blizzard.

LIMITATION OF LIABILITY. NEITHER 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 PROGRAM OR ANY USE OF THE PROGRAM, INCLUDING WITHOUT LIMITATION LOSS OF DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER DAMAGES OR LOSSES. NEITHER BLIZZARD NOR ITS PARENT, SUBSIDIARIES OR AFFILIATES SHALL BE LIABLE IN ANY WAY FOR ANY LOSS OR DAMAGE TO ACCOUNTS, STATISTICS, OR USER STANDINGS, RANKS, OR PROFILE INFORMATION STORED BY THE PROGRAM. BLIZZARD SHALL NOT BE RESPONSIBLE FOR ANY INTERRUPTIONS OF SERVICE, INCLUDING WITHOUT LIMITATION ISP DISRUPTIONS, 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.

INDEMNIFICATION. 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 (a) your use of the Program; and (b) your violation of any provision of this Agreement. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations may not apply to you.

DATA COLLECTION. When connected to the Internet, Blizzard may collect in-game data (such as, but not limited to IP addresses, characters status, progression and achievements) from your console, via Demonware, Inc., or Demonware, Ltd., a company of the Activision Blizzard group, to which Blizzard belongs. Blizzard shall remain the data controller and the sole purpose of data collection is to provide you with matchmaking, statistics and other game services.

TERMINATION. Blizzard may terminate this Agreement at any time should you fail to comply with the terms of this License Agreement. Upon termination, you must destroy all copies of this Program and all of its component parts.

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. This License Agreement can be amended only by an instrument in writing signed by each of the parties. 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. 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 Program in, and are a resident of Canada, 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. Those who choose to access the Program from locations outside of the United States and Canada do so on their own initiative and are responsible for compliance with local laws if and to the extent local laws are applicable.



© 2013 Blizzard Entertainment, Inc. All rights reserved. Diablo and Blizzard Entertainment are trademarks or registered trademarks of Blizzard Entertainment, Inc., in the U.S. and/or other countries. All other trademarks referenced herein are the properties of their respective owners.

86327226US

Vimm's Lair