Fighting a New Monster:

Tracing DRM Issues in *Diablo 3*

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Abstract

In this paper, I describe the design of gaming experiences within various types of digital rights management (DRM) systems, primarily via a case study of Blizzard Entertainment's *Diablo 3*. Recent technological implementations have enforced policies at odds with best practices for consumer-based gaming. Because of these policies, new methods for distribution, enforcement, and avoidance are colliding within gaming ecosystems – often at the expense of the user experience. While much of the discussion focuses on *Diablo 3*, the game itself is not the paper's primary focus. *Diablo 3* is, however, a particularly illustrative case study for the much larger issue of how DRM changes users' gaming experiences – typically for the worse. Although the implementation of DRM is typically presented as an attempt at a positive move on the legal and business side of distribution, I present it here as an overwhelmingly negative move for user experience. To illustrate this, I intend to point out how the documented problems with *Diablo 3's* launch can be traced back to its DRM system, discuss the consequences of these problems by following consumer reaction, and also suggest less-invasive alternatives to current DRM implementation in video games.

Picture this scenario: You've just bought a DVD copy of a brand new movie. Upon getting it home, you put it into whatever device you use for DVD watching, accept a novel-sized terms of service agreement, and wait for the disc to install some monitoring software to your device while it establishes an internet connection with the publisher's server. You will be unable to watch the movie you paid for without that internet connection, and if your connection has a slight hiccup mid-movie, you will be instantly disconnected, and may even have to re-watch the last couple of minutes upon re-connection.

Also, that movie can only be watched on a limited number of devices, so if you have played it at least one time on your game console, DVD player and computer, you can forget about loaning it to a friend. Even if you meet these conditions, if the publisher's dedicated server is unavailable, you will not be enjoying that movie regardless of what you do or how much money you spend on it. You may be a little confused as to why a disc that you already paid for has such strict usage limitations. After all, you bought and paid for this movie, so why are you unable to just watch it when, where, and how you want to?

This is the frustrating situation in which gamers find themselves on an increasingly regular basis, with key parts of their experience and rights as consumers being taken away in the name of anti-piracy and profit margins. Of course, these measures seem like a death sentence if applied to movies, but Hollywood executives are already considering adding these types of measures to protect high-definition movies (Tassi, 2012a). But why are they being employed in the video game industry in the first place? If we are thinking of this in terms of user-centered design, why should paying customers be punished, *by design*, for purchasing content? Especially when these measures are typically not tangibly affecting the desired change (limiting piracy/fraud)? These are the issues we will discuss in detail through an overview of Digital Rights Management (DRM) and its implementation, as well as through case studies of the impact of DRM (or the lack thereof) in specific business models, especially *Diablo*

3.

In doing so, we will look at the relative successes and/or failures of varying approaches to DRM through both financial results and by tracing consumer response (and occasionally backlash) to these methods. But first, let us better illustrate the nature and goals of DRM, and the different forms it takes.

Overview of DRM and Rivalrousness

DRM is a blanket term for all technologies that attempt to control user access to a given media after said media has been purchased. Some form of DRM has been implemented by major media companies in just about every field, including the Recording Industry Association of America, the Motion Picture Association of America, and the Alliance of Motion Picture and Television Producers (Potts, 2010). The purpose behind these organizations' implementation of DRM is generally to "prevent infringement of commercially valuable digital content" (Samuelson, 2003, p. 41), and is defined as "a range of technologies that give parties varying degrees of control over how digital content and services may be used, including by whom and under what conditions" (Erickson, 2003, p. 35).

This invokes the argument set forth in Lawrence Lessig's *The Future of Ideas* (2001) about rivalrous and non-rivalrous goods. Lessig uses, among others, the example of a poem to describe a non-rivalrous resource, in that "no matter how many times you read a poem, there's as much left over as there was when you started" (2001, p.22). By contrast, a rivalrous resource is one Lessig describes as limited, and that "there is a risk that it will be depleted by the consumption of all" (2001, p.21). Within this paradigm, video games are a non-rivalrous resource, *especially* in the case of digital copies. The materials that comprise a physical CD or DVD copy are certainly rivalrous and depletable, but digital copies work around that, leaving only a non-rivalrous resource – art and ideas – as the item of

distribution. The same is true of all digital media; when media companies distribute their products, they are, by nature, infinitely replicable. No matter how many pieces of music, movies, video games, e-books, or any other digital property a distributor sells, it will always have exactly as much as it started with. There is no danger of selling out or running short of product. There is no rivalrousness involved, and at no point do consumers *take anything away* from the distributor, they simply get a copy of what the distributor already has (and keeps).

While the intended aims, and often the actual results of DRM are often very similar, the form of DRM can vary greatly depending on the media and devices in question. DRM in recent years has shown that it can be "software based or hardware based, depending on the type of content distribution and restriction. Sometimes, these restrictions work to make it impossible to copy materials, as is the case with content scrambling on DVDs. Sometimes, they are used to restrict use to one type of hardware, as was the case with the pre-2009 versions of mp3s sold through iTunes" (Potts, Holden & Dobruse, expected 2013). Regardless of the form DRM implementation makes, the result is almost always a degradation of the end user's consumer rights and experience.

In the gaming world, DRM has shown itself primarily (though not exclusively) in the computer gaming (PC) market as a way to control software distribution. Most PC games can be, and are, cracked and distributed for free on the internet, primarily through peer-to-peer sharing and torrent sites. Ideally, DRM is intended to create some sort of minimally-invasive authentication process that eliminates the possibility of the game being distributed for free from consumer to consumer. In reality, what often happens, as we'll see here, is that DRM becomes extremely invasive, does not protect the media it is designed to protect, and generally becomes a severe detriment to the player's rights and user experience.

SecuROM and Legal Implications on Privacy

A notable example is Sony's SecuROM, a copy protection program that requires a forced install of online authentication software along with the install of the game it shipped with. It forces the user to connect to the internet to register the game, as well as prevents the user from installing the game on more than three machines per copy. SecuROM was used in the popular Electronic Arts game *Spore*, and the backlash against it was strong enough to warrant a number of class-action lawsuits against Electronic Arts, the game's publisher. The main claim in <u>Thomas v. Electronic Arts, Inc.</u> (2008) was that,

> Although consumers are told the game uses access control and copy protection technology, consumers are not told that this technology is actually an entirely separate, stand-alone program which will download, install, and operate on their computer. Once installed, it becomes a permanent part of the consumer's software portfolio. Even if the consumer uninstalls Spore, and entirely deletes it from their computer, SecuROM remains a fixture on their computer unless and until the consumer completely wipes their hard drive through reformatting or replacement of the drive.

This would actually mark the second time a series of class-action lawsuits arose over Sony's DRM measures. The first was a similar instance in 2005, in which music publisher Sony BMG included spyware rootkits that automatically (and secretly) installed to any computer used to play Sony's music CDs ("Sony," 2008).

The privacy issues surrounding Sony's rootkit are a good illustration of the privacy concerns raised by DRM in general. Former Commissionner of the Federal Trade Commission J. Thomas Rosch summarized in an address at a symposium on DRM and consumer protection how "imposing [DRM] on consumers unilaterally without appropriate notice and consent, especially where it may have

unintended effects, is problematic" (2007). In this case, Sony's DRM rootkit installed itself to users'

computers secretly upon the insertion of a music CD and monitored usage (primarily for the sake of

delivering advertisements through Sony's music player, a take on iTunes which was also non-optional

for users). Once installed, not only was the corporate spyware able to secretly track users' listening

habits, it also created a security vulnerability on users' computers that provided a backdoor for hackers.

This breach prompted Rosch to refer to Sony's DRM as "a particularly egregious twist on that practice,

made even more troublesome by the security vulnerabilities the software created."

Sony's SecuROM and rootkit implementation are but a pair of examples (out of many) of the

use of DRM in video games and other media, and of the backlash it often causes. Yet despite numerous

legal suits and almost continuous consumer complaint, SecuROM and other DRM measures continue

to confound legitimate, paying customers while failing to impact the piracy it claims to prevent. *Spore,*

despite the efforts of Sony and EA, was the most pirated game of 2008 (which, at the time, made it the

most-pirated game of all time), according to Greg Howson of *The Guardian* (2008). So we can surmise

that the end result of this case is that SecuROM had either no effect or an *inverse* effect on stopping

piracy, while simultaneously having a negative effect on user satisfaction, and creating some very

problematic issues regarding privacy. In other words, it was bad for everyone involved.

Implementation of DRM in *Diablo 3*

Having laid some background information on the nature of DRM, we turn our attention to the

latest (and perhaps largest) major example of DRM in video games: *Diablo 3*.

Diablo 3 is the sequel to the bestselling 2000 action role-playing game *Diablo 2*. The series is

produced by Blizzard Entertainment, Inc., the same company behind games like *Starcraft* and *World of*

Warcraft. As with many Blizzard titles, the anticipation surrounding this game was tremendous. Several days before the game's May 15 release, it was reported to not only be Blizzard's most pre-ordered game of all time, but also the most pre-ordered PC game ever on Amazon.com (Hinkle, 2012). The number of pre-orders and anticipation would eventually play a large role in exposing the DRM measures taken in the game.

Despite Blizzard's typical focus on multiplayer experiences, *Diablo 3* is primarily a single-player game (with a mutiplayer option). However, the particular form of DRM implemented by Blizzard for *Diablo 3* is to connect through their multiplayer game servers, Battle.net, and *remain* connected for the entire time the game is being played (Martin, 2011). This remains the same regardless of whether the player wants to play by him/herself or with other players. This means that not only can gamers not play the game while outside their nearest internet hotspot, but also that those without internet cannot play at all. This would appear to run counter to Blizzard's mission statement, an excerpt of which reads, "The goal of each discipline within the company -- be it art, programming or customer support -- is to make our games as fun as possible for as many people as we can reach" (2012).

The primary reason for Blizzard's decision to require an always-on internet connection for *Diablo 3* is that it is maintaining control of the game by keeping the majority of the game's data on its own servers, *not* on distributed copies of the game (Anthony, 2012). This centers around issues of piracy, for certain, but also as a method of control over cheating and balance issues. Among the major new features of *Diablo 3* is the Real Money Auction House (henceforth abbreviated RMAH), a place for players to sell items found in-game to one another for real money. Blizzard takes 15 percent of all RMAH sales for itself, and thus it is in their interest to control cheating (such as item duplication, popularly referred to as "duping") and maintain balance in the game, in order to protect the in-game economy (Tassi, 2012b). By requiring always-on access and constant account authentication, Blizzard

intended to both limit piracy and provide a balanced and enjoyable experience for all players. The result thus far has been less than optimal in all respects, starting from the very moment of the game's launch.

Diablo 3's Launch and Resulting Backlash

With a record pre-order count, Blizzard wanted to capitalize on the hype of their new release, so it hosted a midnight release party in Irvine, CA, and encouraged others to do the same. In promoting these release events, the official blog told users, "You'll want to be ready to jump in right when the servers open. For the Americas region, [...] the game servers will go live at 12:01 a.m. PDT on May 15" (2012). However, when that moment arrived, many gamers were met with only the message "Error 37: The servers are busy at this time. Please try again later." Some gamers might have thought to leave the online component alone until the servers calm down and simply play the offline single-player campaign. But because the game requires constant online authentication, there is no offline option. The game was effectively crashed for all players (Griffiths, 2012).

Figure 1: Angry "demotivational" meme on Diablo's DRM

Given the amount of buildup about *Diablo 3*, and the associated letdown of most players being unable to play, there was considerable disappointment and

anger among users. That anger took a number of forms, most of it taking aim at (and typically

protesting) the notion of "Error 37." The hashtag #Error37 began trending on Twitter and internet

memes based on Error 37 (such as Figure 1) began to circulate (Griffiths, 2012). Perhaps most notably,

participants in game rating aggregator Metacritic organized to vote the game's score to 3.7 out of 10 in

protest. One such review read, "If Blizzard demands that the user have an active online connection. The

user should be allowed to demand an active online connection" (Sterling, 2012).Despite the fact that

most servers were back up (then completely shut down and brought up again) within the next 24 hours

(Liebl, 2012), the failed launch spotlighted the issue with DRM for many who would otherwise perhaps

not have noticed it. The result is that the conversation about *Diablo 3* has centered around issues of

access and error codes, *not* the merits of the game itself.

Of course, if a launch full of problems was the only issue users had to deal with, that

conversation would likely have turned relatively quickly to *Diablo 3* as the game, not *Diablo 3* the

controversial DRM case study. But the game continued to have problems even weeks after release,

some of them propagated by Blizzard itself. After two months, servers continue to have downtime and

scheduled maintenance times, which basically equates to scheduled periods during which paying

customers cannot play *Diablo 3*. At the time of writing, the *Diablo 3* forums' "server status" page (see

Figure 2) lists five different occasions of service outages, scheduled or incidental, in a 10-day period

(2012). These issues are continuous, and represent Blizzard's unchallenged ability to limit user access

as they see fit. In fact, *Diablo 3'*s server issues have been so regular, there is an Android app devoted

solely to checking the game's servers so players know when they can and cannot play (Suszek, 2012).

As discussed previously, one of the biggest reasons for Blizzard's decision to require always-online

authentication is to eliminate cheating, and thus protect the economy surrounding the RMAH. But this

protection has also resulted in increased downtime. When Blizzard discovered an exploit that allowed

item duplication on their Asian server, they shut down the entire server to fix it (Phillips, 2012).

Understandably, Blizzard is being extremely cautious with any exploits that threaten the integrity of the

game (especially the financial aspects of it), and players doubtless have an interest in keeping that

integrity intact as well. But from this example, it seems that even measures taken against cheating are

set to penalize legitimate players.

Despite the amount of control Blizzard maintains, there have still been an unusually high

number of reports of fraudulent activity surrounding the game. Not only has there been a rash of account hacking (Senior, 2012), but there are also users who have had actual money taken away from them because of bugs in the game's touted RMAH (Usher, 2012a; Usher, 2012b). In one of the most notable cases, a man who placed a bid of $0.00 in

Figure 2: Diablo 3 forums show repeated and regular downtimes, even months after release

the RMAH lost $149 due to a glitch in the system (Usher, 2012a). In another, a gamer lost $200 due to

Diablo 3's region locking. According to *Gaming Blend's* William Usher, the gamer in this case began

playing in North America before moving back to his native country. After moving, he loaded his

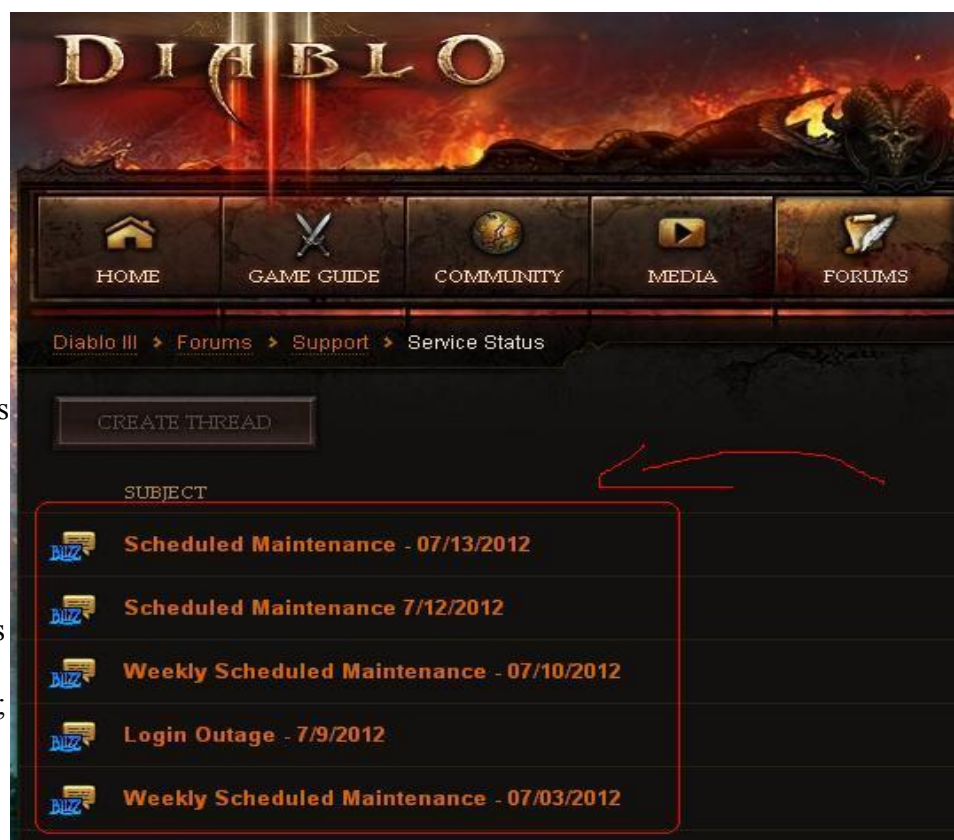account with $200 and began to buy items from the RMAH. Blizzard promptly froze his account and

his money (once the money was spent, not when it was added) for an audit, because the gamer did not notify Blizzard of his move and resulting region change. Eventually, the gamer had his account restored... minus his RMAH access and $200. Reportedly, the gamer is required to undergo a region change before regaining access to his RMAH account (and the $200 he put in it), but a region change is not possible on an account with more than $20 in it (Usher, 2012b). So in short, Blizzard will keep this gamer's money until he changes his region, but he cannot change his region because there is money on his account.

It seems that for all of Blizzard's efforts to protect *Diablo 3* players from nefarious activity borne of other players, said players have practically no recourse against such activity when it comes from Blizzard itself. This is not necessarily to say that Blizzard is intentionally scamming its consumers; however, regardless of its intentions, it doesn't appear Blizzard's DRM implementation is necessarily safeguarding anybody's RMAH accounts, and it also doesn't appear that wronged players have any way to petition for their rights. So what, then, is the benefit of this DRM to the players? What service have they purchased that offsets their intermittent ability to play what is supposedly a single-player game?

What Does DRM Mean for Consumer Ownership/Access?

Greg Lastowka, professor of law at Rutgers University, points out in his book *Virtual Justice* (2010) the "incredible degree of control and autonomy that the law grants to virtual world owners," and how "virtual world owners are essentially the sovereign lords of their fantastic jurisdictions, with almost complete autonomy over the forms of value created through the use of their platforms." Though Lastowka's work precedes the release of *Diablo 3* by almost two years, it speaks clearly to the challenges faced by players who just want to get what they paid for – whatever that is.

This is a clear illustration of the digital divide Blizzard has created through its enaction of always-online DRM. Gamers have already held up their end of the bargain by purchasing the game and submitting to the always-online DRM requirements of the game. Blizzard was expected to make the game functional and available to play, and it failed to do so. But Blizzard itself will not be inconvenienced by this. Aside from potential RMAH profits, Blizzard does not suffer anything monetary or tangible from denying service to its players. Once it has collected 60 dollars for the game, there is very little leverage the player has in the matter. If the player lacks an online connection, they cannot play the game that they paid for. If Blizzard's servers lack a connection, the player *still* cannot play the game that they paid for. As Lastowka suggests, Blizzard, as the virtual world owner, is the autonomous ruler of its domain, and users have little in the way of rights or recourse, even when it comes to something as simple as *access* to the virtual world in question.

In that case, what, exactly, *did* Blizzard's customers pay for? Blizzard is not selling *copies* of the game. Since most game files are kept on Blizzard's servers, at no point does the player possess the game itself, as a complete entity. Instead, Blizzard appears to be selling *access* to those files. Blizzard has laid down a very specific set of circumstances under which their game can be accessed, and as we have seen, even players' adherence to those circumstances does not *guarantee* that access. The relationship between Blizzard and users is completely dominated by Blizzard after the player has purchased the game. In this model, the onus is on Blizzard to perform a *service* (maintain a virtual game world)*,* not to deliver a product (provide a physical copy of the game), with effectively no penalty for failing to do so. Quite the opposite, it is the *player* that is penalized for Blizzard's failure to perform.

Because of the non-rivalrous nature of video games, Blizzard loses nothing when distributing a digital copy of *Diablo 3*... in theory. In reality, Blizzard is *not* distributing copies of *Diablo 3* at all.

They have effectively skipped even that step by keeping the majority of the game files on their own server. They are now selling limited *access* to those game files. In other words, Blizzard has taken a non-rivalrous resource (*Diablo 3* as an idea), and created rivalrous resources *around* it.

As discussed, media distributors generally distribute whatever media they are selling by creating copies of said media. Because these copies can be made limitlessly, they are by nature non-rivalrous. However, because Blizzard is not actually distributing copies of *Diablo 3*, there is theoretically only one version of the game: the one in Blizzard's possession. The game itself is still theoretically non-rivalrous; Blizzard could print and distribute copies of *Diablo 3* at any time, if it were so inclined. Instead, it keeps the only copy of the game, and rather than selling full licensed copies, they are selling *access*. And what we saw from the day of *Diablo 3's* launch is that Blizzard has made access itself a rivalrous resource. Not only that, but it is a rivalrous resource that Blizzard maintains monopolistic control over, *even after selling it.* In this case, even buying access to *Diablo 3* does not guarantee access if the servers are full/down.

Alternatives to DRM

The core idea behind DRM is to apply a rivalrous model to a non-rivalrous resource, in order to ensure that the publisher retains control of distribution. In other words, DRM artificially limits the "amount" of resources available to the public. This is understandable from a business perspective; when companies sink millions of dollars into producing media, they do so because they expect to be able to make that money back in sales of said media. No company would make money selling one copy and then having that copy replicated and distributed for free to all other interested parties. But rather than actually protecting sales, what we have seen is that these DRM measures tend to be unnecessarily intrusive, and result in an inferior product.

Perhaps more importantly, there is plentiful evidence that not only do these measures not stop piracy or protect sales, they may even *encourage* piracy, as illustrated by Vernik, Purohit & Desai (2011). This is suggested further in the case of CD Projeckt's *The Witcher 2,* which had a physical copy that shipped with SecuROM protection, and a DRM-free digital download. Despite the fact that pirating the DRM-free copy would have been as simple as putting it on the internet as is, the SecuROM version was both the first to be cracked and pirated and the most-often downloaded (Griffiths, 2012). There are a number of explanations for this phenomenon, one of which was that the SecuROM version was the version most *worth* pirating, in the interest of *eliminating* the SecuROM limitations in the first place.

GOG.com

Indeed, consumer backlash against DRM has become so strong that entire companies are being established and successfully run with an anti-DRM stance as its primary mission. One such example is GOG.com (formerly known as "Good Old Games"), which states on its homepage that "DRM, also called copy protection, tries to control you and your games. We don't believe in that - all of the games on GOG.com come without any DRM at all" (GOG.com, 2012). Guillaume Rambourg, the managing director of GOG.com, suggested in a talk at the 2011 London Games Conference that, the key to beating piracy is to provide consumers with a better experience overall than they can get from an pirated download:

"There is one industry that got everything right - piracy. Piracy quickly understood that digital needs to be simple and easy. That digital consumers are expecting a fast and easy experience. You should treat piracy as competition, not as an enemy. If you treat it as an enemy you are blinded and you don't pay attention to what they are doing right."

Holding to this principle, GOG.com sells games via digital download DRM-free, and creates a more desirable product than the pirated copy by adding technical support and extras, such as a scanned PDF copy of the instruction manual, downloadable game soundtracks, and similar bonus features (GOG.com, 2012). As Marcin Iwinski, CEO of GOG.com parent company CD Projekt, said of fighting piracy, "It's not about protecting [games], because that just doesn't work — it's about delivering value to the end consumer" (Hornshaw, 2012). Though GOG.com originally dealt in selling older, mostly forgotten titles, it opted to publish the latest installment of CD Projekt's own flagship series, *The Witcher* 2, DRM-free on GOG.com, an experiment which Iwinski said "exceeded our expectations" (Yin-Poole, 2011).

Humble Bundle

Perhaps even more daring than GOG.com's decision to sell their games DRM-free is Humble Bundle's "pay what you want" philosophy. Humble Bundle is an organization that offers bundles of notable independent PC-based games (also available on Mac and Linux) together and gives customers the opportunity to pay as much as or as little as they wish for the lot of them, down to as little as a penny. During checkout, customers have the ability to set exactly what percentage of that set purchase price goes to the game developers, to charity, and to Humble Bundle itself. And of course, every game in the bundle is DRM-free.

The latest (at the time of writing) installment of the Humble Bundle, *Humble Indie Bundle V,* was available for purchase for two weeks. While the bundles are available for any amount of money down to a penny, Humble Bundle encourages customers to pay more by adding games to the bundle for anyone paying more than the average purchase price ($8.53 was the final average for *Humble Indie Bundle V*), as another example of encouraging sales by adding value. According to Humble Bundle's

website, for the two weeks it was available, *Humble Indie Bundle V* raised over $5.1 million on just under 600,000 purchases (2012).

Equally interesting about Humble Bundle's success is that despite the ability for a prospective customer to pay practically nothing for the bundle, the first Humble Bundle was reportedly pirated at a rate of over 25 percent (Rosen, 2010). The primary question is, why? Why pirate a bundle of games that could have been purchased legitimately for a single penny? This shows, if nothing else, that piracy is about more than lost sales and getting something for nothing. Jeffery Rosen, lead designer on one of the games offered in the first Humble Bundle, said that "We learned that piracy is inevitable—even when you let people literally give a penny to charity for DRM-free games, large percentages of people will still pirate the bundle" (Kuchera, 2010). This would appear to be a damning indictment of the negative impact of piracy, except that Rosen also goes on to say, "We learned that open source software is still commercially viable. After open sourcing a number of games in the bundle, none of our sales were negatively affected" (Kuchera, 2010).

Despite the overall success of Humble Bundle, a "pay what you want" model is still a risky one, and likely not viable for an expensive 12-year project like *Diablo 3,* which would not have benefited from an average sale price of under $10. However, the model has proven lucrative for all groups involved – the development studios, the charities involved, and Humble Bundle itself. Perhaps more importantly, it shows the ingrained – and perhaps inevitable – nature of piracy, and how an organization can be successful despite it: by respecting and servicing legitimate customers, not by "treating a legitimate customer like a potential criminal" (Simmonds, 2011).

In *Diablo 3*

To play *Diablo 3* as a multiplayer game, it stands to reason that an internet connection and online servers would be required. Within that framework, developers are constantly maintaining the game world, and making these kinds of tweaks and changes to adjust game balance and fix problems are a key part of game design, in the iterative design process that is maintaining a massive virtual world. In that sense, if *Diablo 3* was exclusively a massive multiplayer game, the always-online requirement wouldn't be a restriction; it would be an obvious component of normal gameplay (nobody complains about having to play *World of Warcraft* online).

However, *Diablo 3* also contains (as it has throughout the series' lifespan) a single-player component, in which the social and multiplayer aspect is eliminated. There is no reason for this component of the game to require an online connection, and historically single-player games have not. Much of the backlash surrounding *Diablo 3* has been Blizzard's attempts to shoehorn what is, for some, a single-player experience into a massively multiplayer framework. While DRM is a constant issue in gaming, its impact in *Diablo 3* would have been far less invasive and damaging to player experience if it were possible to simply disconnect from the server and have an offline single-player (or even LAN multiplayer) experience. It would give players an alternative to being barred from playing the game they purchased during downtime, could have lessened the impact (somewhat) of the botched launch, and would remove some of the the control Blizzard maintains over player experience. However, that would have meant designing the game as a product to be distributed, rather than a service to be accessed, which is the key to Blizzard's control over game experience.

Blizzard's VP of Online Technologies, Robert Bridenbecker, insisted before the launch of *Diablo 3* that the constant online authentication checks were about improving player experience and eliminating player exploits, saying that "you're guaranteeing that there are no hacks, no dupes," and the "whole copy protection, piracy thing, that's not really entering into why we want to do it" (Rossignol,

2011). However, after the game's release, Blizzard VP Mike Morhaime said that the always-on requirement does indeed serve as a form of copy protection, that "Diablo 3 was designed from the beginning to be an online game," and that "we've never said that this requirement guarantees that there will be no cheating or game cracks" (Yin-Poole, 2012). These contradictory statements seem to point to the implication that Blizzard's design decisions were more oriented to using DRM to maintain their control over players and their financial bottom line than to any kind of service to the player.

Conclusion

This is in no way a vote in favor of software or media piracy, as too many anti-DRM arguments are framed to be. Neither is it an indictment of DRM as a *concept* as completely without merit. But the rather dangerous direction in which media distributors are moving is to take rights away from *all* users (and especially legitimate ones) in the name of control. Blizzard's *Diablo 3* is not nearly the only example of this, but it is one of the biggest and most recent, and it has successfully intensified the public discussion of DRM policies and problems. Moreover, we have seen that even imposing these restrictions, Blizzard has struggled to provide many of the potential benefits that were intended to accompany those DRM controls (security, anti-cheating measures), which makes the drawbacks of that DRM much harder to justify.

Ron Carmel, co-creator of popular independent game *World of Goo*, perhaps says it best in calling DRM "a waste of time" (Snow, 2009). Despite *World of Goo* being pirated at a nearly 90 percent rate, Carmel holds to the notion that DRM does not help, because "anything that is of interest gets cracked, and the cracked version ends up having a better user experience than the legit version" (Snow, 2009).

This spotlights the core argument here: when our primary purpose is delivering a valuable experience to users, measures that detract from that experience should be considered harmful. Ironically, Blizzard's own mission statement, in which they claim to be "committed to making ethical decisions, always keeping our players in mind, and setting a strong example of professionalism and excellence at all times," (2012) contains a number of tenets that we should all keep in mind, whether game designers or user experience specialists, academic or industry-based.

Blizzard's first core value, "Gameplay First," states that, "Everything we do at Blizzard Entertainment is based on the success of the gaming experiences we provide our players" (2012). This is perhaps the strongest argument possible against DRM: The most important thing for game designers is the experience we deliver to players. Adding DRM measures that detract from that overall experience do little but make the (inevitable) pirated product a superior product and make piracy a more attractive option for potentially legitimate users. With that in mind, we can all benefit from following the tenets of Blizzard's mission statement, even if Blizzard fails to do the same.

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