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

FORM 10-Q

(Mark one)

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the Quarterly Period Ended June 30, 2012

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from to

Commission File Number 1-15839

ACTIVISION BLIZZARD, INC.
(Exact name of registrant as specified in its charter)

Delaware (State or other jurisdiction of incorporation or organization)	**95-4803544** (I.R.S. Employer Identification No.)
3100 Ocean Park Boulevard, Santa Monica, CA (Address of principal executive offices)	**90405** (Zip Code)

(310) 255-2000
(Registrant's telephone number, including area code)

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large Accelerated Filer ☒	Accelerated Filer ☐
Non-accelerated filer ☐ (Do not check if a smaller reporting company)	Smaller reporting company ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

The number of shares of the registrant's Common Stock outstanding at July 23, 2012 was 1,111,086,287.

ACTIVISION BLIZZARD, INC. AND SUBSIDIARIES

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CAUTIONARY STATEMENT

This Quarterly Report on Form 10-Q contains, or incorporates by reference, certain forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. Such statements consist of any statement other than a recitation of historical fact and include, but are not limited to: (1) projections of revenues, expenses, income or loss, earnings or loss per share, cash flow or other financial items; (2) statements of our plans and objectives, including those relating to product releases; (3) statements of future financial or operating performance; and (4) statements of assumptions underlying such statements. Activision Blizzard, Inc. ("Activision Blizzard") generally uses words such as "outlook," "forecast," "will," "could," "should," "would," "to be," "plans," "believes," "may," "expects," "intends," "anticipates," "estimate," "future," "positioned," "potential," "project," "remain," "scheduled," "set to," "subject to," "upcoming" and other similar expressions to help identify forward-looking statements. Forward-looking statements are subject to business and economic risk, reflect management's current expectations, estimates and projections about our business, and are inherently uncertain and difficult to predict. Our actual results could differ materially. Risks and uncertainties that may affect our future results include, but are not limited to, sales levels of Activision Blizzard's titles, increasing concentration of titles, shifts in consumer spending trends, the impact of the current macroeconomic environment and market conditions within the video game industry, Activision Blizzard's ability to predict consumer preferences, including interest in specific genres such as first-person action and massively multiplayer online games and preferences among competing hardware platforms, the seasonal and cyclical nature of the interactive game market, changing business models including digital delivery of content, competition including from used games and other forms of entertainment, possible declines in software pricing, product returns and price protection, product delays, adoption rate and availability of new hardware (including peripherals) and related software, rapid changes in technology and industry standards, litigation risks and associated costs, protection of proprietary rights, maintenance of relationships with key personnel, customers, licensees, licensors, vendors, and third-party developers, including the ability to attract, retain and develop key personnel and developers that can create high quality "hit" titles, counterparty risks relating to customers, licensees, licensors and manufacturers, domestic and international economic, financial and political conditions and policies, foreign exchange rates and tax rates, and the identification of suitable future acquisition opportunities and potential challenges associated with geographic expansion, and the other factors identified in "Risk Factors" included in Part II, Item 1A of our Annual Report on Form 10-K for the year ended December 31, 2011 and in our other periodic filings with the Securities and Exchange Commission (the "SEC"). The forward-looking statements contained herein are based upon information available to us as of the date of this Quarterly Report on Form 10-Q and we assume no obligation to update any such forward-looking statements. Although these forward-looking statements are believed to be true when made, they may ultimately prove to be incorrect. These statements are not guarantees of our future performance and are subject to risks, uncertainties and other factors, some of which are beyond our control and may cause actual results to differ materially from current expectations.

Activision Blizzard's names, abbreviations thereof, logos, and product and service designators are all either the registered or unregistered trademarks or trade names of Activision Blizzard. All other product or service names are the property of their respective owners.

ACTIVISION BLIZZARD, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED BALANCE SHEETS
(Unaudited)
(Amounts in millions, except share data)

	At June 30, 2012	At December 31, 2011
Assets		
Current assets:		
Cash and cash equivalents	$ 2,786	$ 3,165
Short-term investments	406	360
Accounts receivable, net of allowances of $261 million and $300 million at June 30, 2012 and December 31, 2011, respectively	227	649
Inventories, net	128	144
Software development	141	137
Intellectual property licenses	8	22
Deferred income taxes, net	484	507
Other current assets	152	396
Total current assets	4,332	5,380
Long-term investments	17	16
Software development	123	62
Intellectual property licenses	12	12
Property and equipment, net	149	163
Other assets	12	12
Intangible assets, net	83	88
Trademark and trade names	433	433
Goodwill	7,108	7,111
Total assets	$ 12,269	$ 13,277
Liabilities and Shareholders' Equity		
Current liabilities:		
Accounts payable	$ 163	$ 390
Deferred revenues	905	1,472
Accrued expenses and other liabilities	416	694
Total current liabilities	1,484	2,556
Deferred income taxes, net	61	55
Other liabilities	160	174
Total liabilities	1,705	2,785
Commitments and contingencies (Note 11)		
Shareholders' equity:		
Common stock, $0.000001 par value, 2,400,000,000 shares authorized, 1,110,870,141 and 1,133,391,371 shares issued at June 30, 2012 and December 31, 2011, respectively	—	—
Additional paid-in capital	9,375	9,616
Retained earnings	1,313	948
Accumulated other comprehensive income (loss)	(124)	(72)
Total shareholders' equity	10,564	10,492
Total liabilities and shareholders' equity	$ 12,269	$ 13,277

The accompanying notes are an integral part of these Condensed Consolidated Financial Statements.

ACTIVISION BLIZZARD, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(Unaudited)
(Amounts in millions, except per share data)

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2012	2011	2012	2011
Net revenues				
Product sales	$ 798	$ 768	$ 1,672	$ 1,829
Subscription, licensing, and other revenues	277	378	575	766
Total net revenues	1,075	1,146	2,247	2,595
Costs and expenses				
Cost of sales – product costs	229	213	486	512
Cost of sales – online subscriptions	64	59	123	122
Cost of sales – software royalties and amortization	57	47	88	109
Cost of sales – intellectual property licenses	20	24	27	53
Product development	152	116	276	258
Sales and marketing	136	90	216	150
General and administrative	190	127	291	228
Restructuring	—	3	—	22
Total costs and expenses	848	679	1,507	1,454
Operating income	227	467	740	1,141
Investment and other income (expense), net	2	2	3	5
Income before income tax expense	229	469	743	1,146
Income tax expense	44	134	174	308
Net income	$ 185	$ 335	$ 569	$ 838
Earnings per common share				
Basic	$ 0.16	$ 0.29	$ 0.50	$ 0.71
Diluted	$ 0.16	$ 0.29	$ 0.50	$ 0.71
Weighted-average shares outstanding				
Basic	1,109	1,141	1,115	1,157
Diluted	1,115	1,150	1,121	1,166
Dividends per common share	$ —	$ —	$ 0.18	$ 0.165

The accompanying notes are an integral part of these Condensed Consolidated Financial Statements.

ACTIVISION BLIZZARD, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(Unaudited)
(Amounts in millions)

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2012	2011	2012	2011
Net income	$ 185	$ 335	$ 569	$ 838
Other comprehensive income:				
Foreign currency translation adjustment	(91)	1	(53)	40
Unrealized gains on investments, net of deferred income taxes of $0 million and $1 million for the three and six months ended ended June 30, 2012 and 2011	—	2	1	2
Other comprehensive income	$ (91)	$ 3	$ (52)	$ 42
Comprehensive income	$ 94	$ 338	$ 517	$ 880

The accompanying notes are an integral part of these Condensed Consolidated Financial Statements.

ACTIVISION BLIZZARD, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(Unaudited)
(Amounts in millions)

	For the Six Months Ended June 30, 2012	For the Six Months Ended June 30, 2011
Cash flows from operating activities:		
Net income	$ 569	$ 838
Adjustments to reconcile net income to net cash provided by operating activities:		
Deferred income taxes	29	119
Depreciation and amortization	45	52
Amortization and write-off of capitalized software development costs and intellectual property licenses (1)	102	124
Stock-based compensation expense (2)	49	43
Excess tax benefits from stock option exercises	(3)	(4)
Changes in operating assets and liabilities:		
Accounts receivable, net	421	518
Inventories, net	15	21
Software development and intellectual property licenses	(146)	(116)
Other assets	246	209
Deferred revenues	(564)	(1,164)
Accounts payable	(228)	(216)
Accrued expenses and other liabilities	(290)	(368)
Net cash provided by operating activities	245	56
Cash flows from investing activities:		
Proceeds from maturities of available-for-sale investments	253	374
Payment of contingent consideration	—	(3)
Purchases of available-for-sale investments	(302)	(300)
Capital expenditures	(26)	(18)
Decrease in restricted cash	1	10
Net cash (used in) provided by investing activities	(74)	63
Cash flows from financing activities:		
Proceeds from issuance of common stock to employees	20	26
Repurchase of common stock	(315)	(501)
Dividends paid	(204)	(192)
Excess tax benefits from stock option exercises	3	4
Net cash used in financing activities	(496)	(663)
Effect of foreign exchange rate changes on cash and cash equivalents	(54)	66
Net decrease in cash and cash equivalents	(379)	(478)
Cash and cash equivalents at beginning of period	3,165	2,812
Cash and cash equivalents at end of period	$ 2,786	$ 2,334

(1) Excludes deferral and amortization of stock-based compensation expense.
(2) Includes the net effects of capitalization, deferral, and amortization of stock-based compensation expense.

The accompanying notes are an integral part of these Condensed Consolidated Financial Statements.

ACTIVISION BLIZZARD, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENT OF CHANGES IN SHAREHOLDERS' EQUITY
For the Six Months Ended June 30, 2012
(Unaudited)
(Amounts in millions)

	Common Stock		Additional Paid-In Capital	Treasury Stock		Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Total Shareholders' Equity
	Shares	Amount		Shares	Amount			
Balance at December 31, 2011	**1,133**	**$ —**	**$ 9,616**	**—**	**$ —**	**$ 948**	**$ (72)**	**$ 10,492**
Net income	—	—	—	—	—	569	—	569
Other comprehensive income	—	—	—	—	—	—	(52)	(52)
Issuance of common stock pursuant to employee stock options and restricted stock rights	4	—	20	—	—	—	—	20
Stock-based compensation expense related to employee stock options and restricted stock rights	—	—	54	—	—	—	—	54
Dividends ($0.18 per common share) (See Note 10)	—	—	—	—	—	(204)	—	(204)
Shares repurchased (See Note 10)	—	—	—	(26)	(315)	—	—	(315)
Retirement of treasury shares	(26)	—	(315)	26	315	—	—	—
Balance at June 30, 2012	**1,111**	**$ —**	**$ 9,375**	**—**	**$ —**	**$ 1,313**	**$ (124)**	**$ 10,564**

The accompanying notes are an integral part of these Condensed Consolidated Financial Statements.

ACTIVISION BLIZZARD, INC. AND SUBSIDIARIES
Notes to Condensed Consolidated Financial Statements
(Unaudited)

1. Description of business and basis of consolidation and presentation

Description of Business

Activision Blizzard, Inc. is a worldwide online, personal computer ("PC"), console, handheld, and mobile game publisher. The terms "Activision Blizzard," the "Company," "we," "us," and "our" are used to refer collectively to Activision Blizzard, Inc. and its subsidiaries. We maintain significant operations in the United States, Canada, the United Kingdom, France, Germany, Ireland, Italy, Sweden, Spain, the Netherlands, Australia, South Korea and China.

The common stock of Activision Blizzard is traded on The NASDAQ Stock Market under the ticker symbol "ATVI." Vivendi S.A. ("Vivendi") owned approximately 62% of Activision Blizzard's outstanding common stock at June 30, 2012.

Currently, we operate under three operating segments:

Activision Publishing, Inc.

Activision Publishing, Inc. ("Activision") is a leading international developer and publisher of interactive software products and content. Activision develops games based on both internally-developed and licensed intellectual property. Activision markets and sells games we develop and, through our affiliate label program, games developed by certain third-party publishers. We sell games both through retail channels and by digital download. Activision currently offers games that operate on the Sony Computer Entertainment, Inc. ("Sony") PlayStation 3 ("PS3"), Nintendo Co. Ltd. ("Nintendo") Wii ("Wii"), and Microsoft Corporation ("Microsoft") Xbox 360 ("Xbox 360") console systems; the Nintendo Dual Screen handheld game systems; the PC; Apple iOS devices and other handheld and mobile devices.

Blizzard Entertainment, Inc.

Blizzard Entertainment, Inc. ("Blizzard") is a leader in the subscription-based massively multi-player online role-playing game ("MMORPG") category in terms of both subscriber base and revenues generated through its World of Warcraft® franchise, which it develops, hosts and supports. Blizzard also develops, markets and sells role-playing action and strategy PC-based computer games, including games in the multiple-award winning Diablo® and StarCraft® franchises. In addition, Blizzard maintains a proprietary online-game related service, Battle.net®. Blizzard distributes its products and generates revenues worldwide through various means, including: subscriptions (which consist of fees from individuals playing *World of Warcraft*, prepaid cards and other value-added service revenues such as realm transfers, faction changes, and other character customizations within *World of Warcraft* gameplay); retail sales of physical "boxed" products; online download sales of PC products; and licensing of software to third-party or related party companies that distribute *World of Warcraft* and *StarCraft® II.*

Activision Blizzard Distribution

Activision Blizzard Distribution ("Distribution") consists of operations in Europe that provide warehousing, logistical and sales distribution services to third-party publishers of interactive entertainment software, our own publishing operations, and manufacturers of interactive entertainment hardware.

Basis of Consolidation and Presentation

Activision Blizzard prepared the accompanying unaudited condensed consolidated financial statements in accordance with the rules and regulations of the Securities and Exchange Commission for interim reporting. As permitted under those rules and regulations, certain notes or other information that are normally required by accounting principles generally accepted in the United States of America ("U.S. GAAP") have been condensed or omitted if they substantially duplicate the disclosures contained in the annual audited consolidated financial statements. The year-end condensed balance sheet data was derived from audited financial statements but does not include all disclosures required by U.S. GAAP. The unaudited condensed consolidated financial statements should be read in conjunction with the audited consolidated financial statements and notes thereto included in our Annual Report on Form 10-K for the year ended December 31, 2011. In the opinion of management, all adjustments (consisting of normal recurring accruals) considered necessary for fair statement of our financial position and results of operations in accordance with U.S. GAAP have been included in the accompanying unaudited condensed consolidated financial statements.

The accompanying consolidated financial statements include the accounts and operations of the Company. All intercompany accounts and transactions have been eliminated. The consolidated financial statements have been prepared in conformity with U.S. GAAP. The preparation of the consolidated financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the amounts reported in the consolidated financial statements and accompanying notes. Actual results could differ from these estimates and assumptions.

Certain reclassifications have been made to prior period amounts to conform to the current period presentation.

The Company considers events or transactions that occur after the balance sheet date, but before the financial statements are issued, to provide additional evidence relative to certain estimates or to identify matters that require additional disclosures.

Results of Adjustment

We identified through our internal processes that, in previous years, we erroneously over-recognized revenue for a country in our Europe region. We performed an evaluation under SEC Staff Accounting Bulletin No. 108 and concluded the effect of this error was immaterial to prior years' financial statements as well as the projected full-year 2012 financial statements. As such, during the three months ended June 30, 2012, we recorded an adjustment to reduce net revenues and operating income by $11 million in our consolidated statements of operations, and similarly reduced net revenues and income from operations before income tax expenses in our Blizzard segment, Europe region, and online subscriptions as presented in footnote 7 of the notes to the condensed consolidated financial statements by $11 million. There was no impact to operating cash flows. The adjustment increased the deferred revenues on our consolidated balance sheet and represents a correction of an error. The $11 million adjustment related to prior periods as follows: (i) approximately $1 million for the quarter ended March 31, 2012; (ii) approximately $1 million for each quarter of 2011 (totaling approximately $4 million for the year ended December 31, 2011); (iii) $2 million for the year ended December 31, 2010; and (iv) approximately $4 million for periods prior to the year ended December 31, 2010. Net income decreased by approximately $9 million, or less than $0.01 earnings per basic and diluted share, as a result of recording this adjustment.

2. Inventories, net

Our inventories, net consist of the following (amounts in millions):

	At June 30, 2012	At December 31, 2011
Finished goods	$ 92	$ 116
Purchased parts and components	36	28
Inventories, net	$ 128	$ 144

3. Intangible assets, net

Intangible assets, net consist of the following (amounts in millions):

	At June 30, 2012						
	Estimated useful lives		Gross carrying amount		Accumulated amortization		Net carrying amount
Acquired definite-lived intangible assets:							
License agreements	3 - 10 years	$	88	$	(83)	$	5
Internally-developed franchises	11 - 12 years		309		(231)		78
Acquired indefinite-lived intangible assets:							
Activision trademark	Indefinite		386		—		386
Acquired trade names	Indefinite		47		—		47
Total		$	830	$	(314)	$	516

	At December 31, 2011						
	Estimated useful lives		Gross carrying amount		Accumulated amortization		Net carrying amount
Acquired definite-lived intangible assets:							
License agreements	3 - 10 years	$	88	$	(82)	$	6
Game engines	2 - 5 years		32		(32)		—
Internally-developed franchises	11 - 12 years		309		(227)		82
Distribution agreements	4 years		18		(18)		—
Acquired indefinite-lived intangible assets:							
Activision trademark	Indefinite		386		—		386
Acquired trade names	Indefinite		47		—		47
Total		$	880	$	(359)	$	521

Amortization expense of intangible assets was $2 million and $5 million for the three and six months ended June 30, 2012, respectively. Amortization expense of intangible assets was $7 million and $16 million for the three and six months ended June 30, 2011, respectively.

At June 30, 2012, future amortization of definite-lived intangible assets is estimated as follows (amounts in millions):

2012 (remaining six months)	$	29
2013		28
2014		14
2015		7
2016		3
Thereafter		2
Total	$	83

4. Income taxes

The income tax expense of $44 million for the three months ended June 30, 2012 reflected an effective tax rate of 19.2%, which differed from the effective tax rate of 28.6% for the three months ended June 30, 2011 primarily due to an increase in the amount of earnings in foreign jurisdictions with a lower statutory rate (relative to domestic earnings with a higher statutory rate). The effective tax rate of 19.2% for the three months ended June 30, 2012 differed from the statutory rate of 35.0% primarily due to foreign income taxes levied at relatively lower rates, geographic mix in profitability, recognition of California research and development credits and federal domestic production deductions. The federal research credit expired on December 31, 2011 and, as of June 30, 2012, an extension of the credit had not been signed into law and, as such, we have excluded the benefit from this tax credit in our income tax calculation for the three months ended June 30, 2012.

For the six months ended June 30, 2012, the tax rate was based on our projected annual effective tax rate for 2012, and also included certain discrete tax items recorded during the period. Our tax expense of $174 million for the six months ended June 30, 2012 reflected an effective tax rate of 23.4%, which differed from the effective tax rate of 26.9% for the six months ended June 30, 2011 primarily due to an increase in the amount of earnings in foreign jurisdictions with a lower statutory rate (relative to domestic earnings with a higher statutory rate).

The overall effective income tax rate for the year could be different from the effective tax rate for the three and six months ended June 30, 2012 and will be dependent, in part, on our profitability for the remainder of the year. In addition, our effective income tax rates for the remainder of 2012 and future periods will depend on a variety of factors, such as changes in the mix of income by tax jurisdiction, applicable accounting rules, applicable tax laws and regulations, and rulings and interpretations thereof, developments in tax audits and other matters, and variations in the estimated and actual level of annual pre-tax income or loss. Further, the effective tax rate could fluctuate significantly on a quarterly basis and could be adversely affected by the extent that income (loss) before income tax expenses (benefit) is lower than anticipated in foreign regions where taxes are levied at relatively lower statutory rates and/or higher than anticipated in the United States where taxes are levied at relatively higher statutory rates.

The Internal Revenue Service ("IRS") is currently examining the Company's federal tax returns for the 2009 tax year. The Company also has several state and non-U.S. audits pending. Although the final resolution of the Company's global tax disputes is uncertain, based on current information, in the opinion of the Company's management, the ultimate resolution of these matters will not have a material adverse effect on the Company's consolidated financial position, liquidity or results of operations. However, an unfavorable resolution of the Company's global tax disputes could have a material adverse effect on the Company's business and results of operations in an interim period in which the matters are ultimately resolved.

5. Software development and intellectual property licenses

The following table summarizes the components of our capitalized software development costs and intellectual property licenses (amounts in millions):

	At June 30, 2012	At December 31, 2011
Internally developed software costs	$ 138	$ 115
Payments made to third-party software developers	126	84
Total software development costs	$ 264	$ 199
Intellectual property licenses	$ 20	$ 34

Amortization, write-offs and impairments of capitalized software development costs and intellectual property licenses are comprised of the following (amounts in millions):

	Three Months Ended June 30,		Six months ended June 30,	
	2012	2011	2012	2011
Amortization of capitalized software development costs and intellectual property licenses	$ 68	$ 57	$ 99	$ 130
Write-offs and impairments	6	—	8	—

6. Fair value measurements

Financial Accounting Standards Board ("FASB") literature regarding fair value measurements for financial and non-financial assets and liabilities establishes a three-level fair value hierarchy that prioritizes the inputs used to measure fair value. This hierarchy requires entities to maximize the use of "observable inputs" and minimize the use of "unobservable inputs." The three levels of inputs used to measure fair value are as follows:

- Level 1—Quoted prices in active markets for identical assets or liabilities.
- Level 2—Observable inputs other than quoted prices included in Level 1, such as quoted prices for similar assets or liabilities in active markets or other inputs that are observable or can be corroborated by observable market data.

- Level 3—Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities. This includes certain pricing models, discounted cash flow methodologies and similar techniques that use significant unobservable inputs.

We measure the fair value of certain assets on a non-recurring basis, generally annually or when events or changes in circumstances indicate that the carrying amount of the assets may not be recoverable.

For the six-month period ended June 30, 2012, there were no impairment charges related to assets that are measured on a non-recurring basis.

The tables below segregate all financial assets and liabilities that are measured at fair value on a recurring basis and non-financial assets and liabilities that are not subject to recurring fair value measurement into the most appropriate level within the fair value hierarchy based on the inputs used to determine the fair value on June 30, 2012 and December 31, 2011 (amounts in millions):

		Fair Value Measurements at June 30, 2012 Using			
	June 30, 2012	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Balance Sheet Classification
Recurring fair value measurements:					
Money market funds	$ 2,607	$ 2,607	$ —	$ —	Cash and cash equivalents
U.S. treasuries and government agency securities	391	391	—	—	Short-term investments
Auction rate securities (“ARS”)	17	—	—	17	Long-term investments
Foreign exchange contract derivatives	(1)	—	(1)	—	Other current liabilities
Total recurring fair value measurements	$ 3,014	$ 2,998	$ (1)	$ 17	

		Fair Value Measurements at December 31, 2011 Using				
	December 31, 2011	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Total Gains (Losses)	Balance Sheet Classification
Recurring fair value measurements:						
Money market funds	$ 2,869	$ 2,869	$ —	$ —		Cash and cash equivalents
U.S. treasuries with original maturities of three months or less	2	2	—	—		Cash and cash equivalents
U.S. treasuries and government agency securities	344	344	—	—		Short-term investments
ARS	16	—	—	16		Long-term investments
Total recurring fair value measurements	$ 3,231	$ 3,215	$ —	$ 16		
Non-recurring fair value measurements:						
Goodwill (a)	$ 7,111	$ —	$ —	$ 7,111	$ (12)	
Total non-recurring fair value measurements	$ 7,111	$ —	$ —	$ 7,111	$ (12)	

(a) During our annual impairment review of goodwill performed as of December 31, 2011, we identified and recorded an impairment of $12 million in our Distribution segment. The decrease in fair value of the reporting unit was primarily due to the decrease of forecasted revenue from our Distribution segment in view of the industry trend towards digital distribution.

The following tables provide a reconciliation of the beginning and ending balances of our financial assets classified as Level 3 by major categories (amounts in millions) at June 30, 2012 and 2011, respectively:

	Level 3			
	ARS (a)		Total financial assets at fair value	
Balance at January 1, 2012	$	16	$	16
Total unrealized gains included in other comprehensive income		1		1
Balance at June 30, 2012	$	17	$	17

	Level 3			
	ARS (a)		Total financial assets at fair value	
Balance at January 1, 2011	$	23	$	23
Total unrealized gains included in other comprehensive income		2		2
Balance at June 30, 2011	$	25	$	25

(a)Fair value measurements of the ARS have been estimated using an income-approach model (specifically, discounted cash-flow analysis). When estimating the fair value, we consider both observable market data and non-observable factors, including credit quality, duration, insurance wraps, collateral composition, maximum rate formulas, comparable trading instruments and the likelihood of redemption. Significant assumptions used in the analysis include estimates for interest rates, spreads, cash flow timing and amounts, and holding periods of the securities.

Assets measured at fair value using significant unobservable inputs (Level 3) represent less than 1% of our financial assets measured at fair value on a recurring basis at June 30, 2012.

Foreign Currency Forward Contracts Not Designated as Hedges

We transact business in various currencies other than the U.S. dollar and have significant international sales and expenses denominated in currencies other than the U.S. dollar, subjecting us to currency exchange rate risks. To mitigate our risk from foreign currency fluctuations we periodically enter into currency derivative contracts, primarily swaps and forward contracts with maturities of twelve months or less, with Vivendi as our principal counterparty. We do not hold or purchase any foreign currency contracts for trading or speculative purposes and we do not designate these forward contracts or swaps as hedging instruments. Accordingly, we report the fair value of these contracts in our condensed consolidated balance sheet with changes in fair value recorded in our condensed consolidated statement of operations. The fair value of foreign currency contracts is estimated based on the prevailing exchange rates of the various hedged currencies as of the end of the period.

7. Operating segments and geographic region

Our operating segments are consistent with our internal organizational structure, the manner in which our operations are reviewed and managed by our Chief Executive Officer, who is our Chief Operating Decision Maker ("CODM"), the manner in which operating performance is assessed and resources are allocated, and the availability of separate financial information. We do not aggregate operating segments.

The CODM reviews segment performance exclusive of the impact of the change in deferred net revenues and related cost of sales with respect to certain of our online-enabled games, stock-based compensation expense, restructuring expense, and amortization of intangible assets. The CODM does not review any information regarding total assets on an operating segment basis and, accordingly, no disclosure is made with respect thereto. Please see footnote 1 of the notes to the condensed consolidated financial statements for the description of an adjustment recorded in the second quarter that impacted net revenues and income from operations before income tax expenses in our Blizzard segment, Europe region, and online subscriptions as presented in tables within this footnote. Information on the operating segments and reconciliations of total segment net revenues and total segment income from operations to consolidated net revenues and income before income tax expense from external customers for the three and six months ended June 30, 2012 and 2011 are presented below (amounts in millions):

	Three months ended June 30,			
	2012	2011	2012	2011
	Net revenues		Income from operations before income tax expense	
Activision	$ 373	$ 323	$ (71)	$ 31
Blizzard	634	313	371	135
Distribution	47	63	—	(1)
Operating segments total	1,054	699	300	165
Reconciliation to consolidated net revenues / consolidated income before income tax expense:				
Net effect from deferral of net revenues and related cost of sales	21	447	(40)	332
Stock-based compensation expense	—	—	(31)	(20)
Restructuring	—	—	—	(3)
Amortization of intangible assets	—	—	(2)	(7)
Consolidated net revenues / operating income	$ 1,075	$ 1,146	227	467
Investment and other income (expense), net			2	2
Consolidated income before income tax expense			$ 229	$ 469

	Six months ended June 30,			
	2012	2011	2012	2011
	Net revenues		Income from operations before income tax expense	
Activision	$ 645	$ 646	$ (70)	$ 78
Blizzard	884	671	460	306
Distribution	112	137	—	—
Operating segments total	1,641	1,454	390	384
Reconciliation to consolidated net revenues / consolidated income before income tax expense:				
Net effect from deferral of net revenues and related cost of sales	606	1,141	407	838
Stock-based compensation expense	—	—	(52)	(43)
Restructuring	—	—	—	(22)
Amortization of intangible assets	—	—	(5)	(16)
Consolidated net revenues / operating income	$ 2,247	$ 2,595	$ 740	$ 1,141
Investment and other income (expense), net			3	5
Consolidated income before income tax expense			$ 743	$ 1,146

Geographic information for the three and six months ended June 30, 2012 and 2011 is based on the location of the selling entity. Net revenues from external customers by geographic region were as follows (amounts in millions):

	Three months ended June 30,		Six months ended June 30,	
	2012	2011	2012	2011
Net revenues by geographic region:				
North America	$ 562	$ 580	$ 1,163	$ 1,328
Europe	403	467	888	1,061
Asia Pacific	110	99	196	206
Total consolidated net revenues	$ 1,075	$ 1,146	$ 2,247	$ 2,595

Net revenues by platform were as follows (amounts in millions):

	Three months ended June 30,		Six months ended June 30,	
	2012	2011	2012	2011
Net revenues by platform:				
Online subscriptions*	$ 220	$ 359	$ 475	$ 754
Console	514	611	1,203	1,436
Hand-held	18	33	44	63
PC and Other	276	80	413	205
Total platform net revenues	1,028	1,083	2,135	2,458
Distribution	47	63	112	137
Total consolidated net revenues	$ 1,075	$ 1,146	$ 2,247	$ 2,595

*Revenue from online subscriptions consists of revenue from all *World of Warcraft* products, including subscriptions, boxed products, expansion packs, licensing royalties, and value-added services, and revenues from *Call of Duty® Elite* memberships.

Long-lived assets by geographic region at June 30, 2012 and December 31, 2011 were as follows (amounts in millions):

	At June 30, 2012	At December 31, 2011
Long-lived assets* by geographic region:		
North America	$ 96	$ 105
Europe	42	46
Asia Pacific	11	12
Total long-lived assets by geographic region	$ 149	$ 163

*The only long-lived assets that we classify by region are our long term tangible fixed assets, which only includes property, plant and equipment assets; all other long term assets are not allocated by location.

We did not have any single external customer that accounted for 10% or more of consolidated net revenues for the three or six months ended June 30, 2012 and 2011.

8. Goodwill

The changes in the carrying amount of goodwill by operating segment for the six months ended June 30, 2012 are as follows (amounts in millions):

	Activision	Blizzard	Total
Balance at December 31, 2011	$ 6,933	$ 178	$ 7,111
Tax benefit credited to goodwill	(3)	—	(3)
Balance at June 30, 2012	$ 6,930	$ 178	$ 7,108

The tax benefit credited to goodwill represents the tax deduction resulting from the exercise of stock options that were outstanding and vested at the consummation of the Business Combination and included in the purchase price of the Company, to the extent that the tax deduction did not exceed the fair value of those options. Conversely, to the extent that the tax deduction did exceed the fair value of those options, the tax benefit is credited to additional paid-in capital.

9. Computation of basic/diluted earnings per common share

The following table sets forth the computation of basic and diluted earnings per common share (amounts in millions, except per share data):

	Three Months Ended June 30,		Six months ended June 30,	
	2012	2011	2012	2011
Numerator:				
Consolidated net income	$ 185	$ 335	$ 569	$ 838
Less: Distributed earnings to unvested stock-based awards that participate in earnings	—	—	(4)	(3)
Less: Undistributed earnings allocated to unvested stock-based awards that participate in earnings	(4)	(5)	(7)	(9)
Numerator for basic and diluted earnings per common share - net income available to common shareholders	181	330	558	826
Denominator:				
Denominator for basic earnings per common share - weighted-average common shares outstanding	1,109	1,141	1,115	1,157
Effect of potential dilutive common shares under the treasury stock method:				
Employee stock options	6	9	6	9
Denominator for diluted earnings per common share - weighted-average common shares outstanding plus dilutive effect of employee stock options	1,115	1,150	1,121	1,166
Basic earnings per common share	$ 0.16	$ 0.29	$ 0.50	$ 0.71
Diluted earnings per common share	$ 0.16	$ 0.29	$ 0.50	$ 0.71

Our unvested restricted stock rights, which consist of restricted stock units, restricted stock awards, and performance shares, are considered participating securities since these securities have non-forfeitable rights to dividends or dividend equivalents during the contractual period of the award. Since the unvested restricted stock rights are considered participating securities, we are required to use the two-class method in our computation of basic and diluted earnings per common share. For the three and six months ended June 30, 2012, on a weighted-average basis, we had outstanding unvested restricted stock rights with respect to 24 million and 22 million shares of common stock. For both the three and six months ended June 30, 2011, on a weighted-average basis, we had outstanding unvested restricted stock rights with respect to 17 million shares of common stock.

Potential common shares are not included in the denominator of the diluted earnings per common share calculation when inclusion of such shares would be anti-dilutive. Therefore, options to acquire 20 million shares of common stock were not included in the calculation of diluted earnings per common share for both the three and six months ended June 30, 2012 and options to acquire 31 million shares of common stock were not included in the calculation of diluted earnings per common share for both the three and six months ended June 30, 2011, as the effect of their inclusion in each case would be anti-dilutive.

10. Capital transactions

Repurchase Program

On February 2, 2012, our Board of Directors authorized a new stock repurchase program under which we may repurchase up to $1 billion of our common stock, on terms and conditions to be determined by the Company, during the period between April 1, 2012 and the earlier of March 31, 2013 and a determination by the Board of Directors to discontinue the repurchase program. For the six months ended June 30, 2012, we repurchased 4 million shares of our common stock for an aggregate purchase price of $54 million pursuant to that stock repurchase program.

On February 3, 2011, our Board of Directors authorized a stock repurchase program under which we were authorized to repurchase up to $1.5 billion of our common stock, on terms and conditions to be determined by the Company, until March 31, 2012. For the six months ended June 30, 2012, we repurchased 22 million shares of our common stock for an aggregate purchase price of $261 million pursuant to that stock repurchase program.

For the six months ended June 30, 2011, we repurchased 45 million shares of our common stock for an aggregate purchase price of $501 million pursuant to stock repurchase plans authorized in 2010 and 2011.

Dividend

On February 9, 2012, our Board of Directors declared a cash dividend of $0.18 per common share to be paid on May 16, 2012 to shareholders of record at the close of business on March 21, 2012 and on May 16, 2012, we made a cash dividend payment of $201 million to such shareholders. On June 1, 2012, the Company made dividend equivalent payments of $3 million related to this cash dividend to the holders of restricted stock units.

On February 9, 2011, our Board of Directors approved a cash dividend of $0.165 per common share to be paid on May 11, 2011 to shareholders of record as of March 16, 2011, and on May 11, 2011, we made a cash dividend payment of $192 million to such shareholders. On August 12, 2011, the Company made dividend equivalent payments of $2 million related to this cash dividend to the holders of restricted stock units.

11. Commitments and contingencies

At June 30, 2012, we did not have any significant changes to our commitments since December 31, 2011. See Note 17 of the Notes to Consolidated Financial Statements included in Item 8 of the Annual Report on Form 10-K for the year ended December 31, 2011 for more information regarding our commitments.

Legal Proceedings

The Company is subject to various legal proceedings and claims. FASB Accounting Standards Codification (ASC) Topic 450 governs the disclosure of loss contingencies and accrual of loss contingencies in respect of litigation and other claims. The Company records an accrual for a potential loss when it is probable that a loss will occur and the amount of the loss can be reasonably estimated. When the reasonable estimate of the potential loss is within a range of amounts, the minimum of the range of potential loss is accrued, unless a higher amount within the range is a better estimate than any other amount within the range. Moreover, even if an accrual is not required, the Company provides additional disclosure related to litigation and other claims when it is reasonably possible (*i.e.*, more than remote) that the outcomes of such litigation and other claims include potential material adverse impacts on the Company. The outcomes of legal proceedings and other claims are subject to significant uncertainties, many of which are outside the Company's control. There is significant judgment required in the analysis of these matters, including the probability determination and whether a potential exposure can be reasonably estimated. In making these determinations, the Company, in consultation with outside counsel, examines the relevant facts and circumstances on a quarterly basis assuming, as applicable, a combination of settlement and litigated outcomes and strategies. Moreover, legal matters are inherently unpredictable and the timing of development of factors on which reasonable judgments and estimates can be based can be slow. As such, there can be no assurance that the final outcome of these matters will not materially and adversely affect our business, financial condition, results of operations, or liquidity.

The Company recognized expense associated with legal-related matters (i.e., accruals, settlements and fees) totaling $74 million and $34 million during the three months ended June 30, 2012 and 2011, respectively.

In prior periods, the Company reported on litigation involving former employees at Infinity Ward, as well as Electronic Arts, Inc. During the period ended June 30, 2012, as previously disclosed, all parties to these litigation matters reached a settlement of the disputes.

We are party to routine claims and suits brought by us and against us in the ordinary course of business, including disputes arising over intellectual property rights, contractual claims, employment laws, regulations and relationships, and collection matters. In the opinion of management, after consultation with legal counsel, such routine claims and lawsuits are not significant and we do not expect them to have a material adverse effect on our business, financial condition, results of operations, or liquidity.

12. Related party transactions

Treasury

Our foreign currency risk management program seeks to reduce risks arising from foreign currency fluctuations. We use derivative financial instruments, primarily currency forward contracts and swaps, with Vivendi as our principal counterparty. The gross notional amount of outstanding foreign exchange swaps were $322 million and $85 million at June 30, 2012 and December 31, 2011, respectively. A pre-tax net unrealized loss of $1 million and a gain of less than a million for the three months ended June 30, 2012 and 2011, respectively, resulted from the foreign exchange contracts and swaps with Vivendi and were recognized in the condensed consolidated statements of operations. A pre-tax net unrealized loss of $1 million and a loss of less than a million for the six months ended June 30, 2012 and 2011, respectively, resulted from the foreign exchange contracts and swaps with Vivendi and were recognized in the condensed consolidated statements of operations.

Other

Activision Blizzard has entered into various transactions and agreements, including cash management services, investor agreement, and music royalty agreements with Vivendi and its subsidiaries and other affiliates. None of these services, transactions and agreements with Vivendi and its affiliates is material, either individually or in the aggregate, to the condensed consolidated financial statements as a whole.

13. Recently issued accounting pronouncements

Fair value measurements and disclosures

Effective January 1, 2012, we adopted an update to the accounting rules for fair value measurement. The new accounting principal establishes a consistent definition of fair value in an effort to ensure that the fair value measurement and disclosure requirements between U.S. GAAP and International Financial Reporting Standards (“IFRS”) are comparable. This update changes certain fair value measurement principles and enhances the disclosure requirements for fair value measurements. This update does not extend the use of fair value accounting, but provides guidance on how it should be applied where its use was already required or permitted by other standards within U.S. GAAP or IFRS. This update is effective for interim and annual periods beginning after December 15, 2011 and is applied prospectively. The adoption of this pronouncement did not have a material impact on the Company’s Condensed Consolidated Financial Statements and accompanying disclosures.

Statement of comprehensive income

Effective January 1, 2012, we adopted the FASB issued authoritative guidance on the presentation of comprehensive income. This update requires that all non-owner changes in stockholders’ equity be presented either in a single continuous statement of comprehensive income or in two separate but consecutive statements. This update does not change the items that must be reported in other comprehensive income or when an item of other comprehensive income must be reclassified to net income. The adoption of this pronouncement did not have a material impact on the Company’s Condensed Consolidated Financial Statements and accompanying disclosures.

Goodwill impairment

Effective January 1, 2012, the Company adopted an update to the authoritative guidance related to goodwill impairment testing. This update gives companies the option to first perform a qualitative assessment to determine whether it is more likely than not that the fair value of a reporting unit is less than its carrying amount before performing the two-step test mandated prior to the update. If, after assessing the totality of events and circumstances, a company determines it is more likely than not that the fair value of a reporting unit is less than its carrying amount, then it must perform the two-step test. Otherwise, a company may skip the two-step test. Companies are not required to perform the qualitative assessment and may, instead proceed directly to the first step of the two-part test. The adoption of this updated guidance does not have a material impact on the Company’s Condensed Consolidated Financial Statements.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

Business Overview

Activision Blizzard, Inc. is a worldwide online, personal computer ("PC"), console, handheld, and mobile game publisher. The terms "Activision Blizzard," the "Company," "we," "us," and "our" are used to refer collectively to Activision Blizzard, Inc. and its subsidiaries. Based upon our organizational structure, we conduct our business through three operating segments as follows:

Activision Publishing, Inc.

Activision Publishing, Inc. ("Activision") is a leading international developer and publisher of interactive software products and content. Activision develops games based on both internally-developed and licensed intellectual property. Activision markets and sells games we develop and, through our affiliate label program, games developed by certain third-party publishers. We sell games both through retail channels and by digital download. Activision currently offers games that operate on the Sony Computer Entertainment, Inc. ("Sony") PlayStation 3 ("PS3"), Nintendo Co. Ltd. ("Nintendo") Wii ("Wii"), and Microsoft Corporation ("Microsoft") Xbox 360 ("Xbox 360") console systems; the Nintendo Dual Screen ("NDS") handheld game systems; the PC; Apple iOS devices and other handheld and mobile devices.

Blizzard Entertainment, Inc.

Blizzard Entertainment, Inc. ("Blizzard") is a leader in the subscription-based massively multi-player online role-playing game ("MMORPG") category in terms of both subscriber base and revenues generated through its World of Warcraft® franchise, which it develops, hosts and supports. Blizzard also develops, markets and sells role-playing action and strategy PC-based computer games, including games in the multiple-award winning Diablo® and StarCraft® franchises. In addition, Blizzard maintains a proprietary online-game related service, Battle.net®. Blizzard distributes its products and generates revenues worldwide through various means, including: subscriptions (which consist of fees from individuals playing World of Warcraft, prepaid cards and other value-added service revenues such as realm transfers, faction changes, and other character customizations within World of Warcraft gameplay); retail sales of physical "boxed" products; online download sales of PC products; and licensing of software to third-party or related party companies that distribute *World of Warcraft* and *StarCraft® II.*

Activision Blizzard Distribution

Activision Blizzard Distribution ("Distribution") consists of operations in Europe that provide warehousing, logistical and sales distribution services to third-party publishers of interactive entertainment software, our own publishing operations, and manufacturers of interactive entertainment hardware.

Business Highlights

For both the three months ended June 30, 2012 and June 30, 2011, Activision Blizzard's net revenues were $1.1 billion. For the three months ended June 30, 2012, Activision Blizzard's earnings per diluted share were $0.16, as compared to earnings per diluted share of $0.29 for the same period in 2011.

For the six months ended June 30, 2012, Activision Blizzard had net revenues of $2.2 billion, as compared to net revenues of $2.6 billion for the same period in 2011, and earnings per diluted share of $0.50, as compared to earnings per diluted share of $0.71 for the same period in 2011.

According to The NPD Group, with respect to North American data, Chart-Track and GfK with respect to European data, and our internal estimates:

For the three months ended June 30, 2012,

- Activision Blizzard was the #1 publisher overall in North America and Europe; and
- Activision Publishing's *Skylanders Spyro's Adventure*™, including accessory packs and figures, was the #1 best-selling console and handheld game overall in dollars in North America and Europe.

For the six months ended June 30, 2012,

- Blizzard Entertainment's *Diablo® III*, which was released on May 15, 2012, set a new launch record for Blizzard, selling 10 million units through June 30, 2012, and was the #1 best-selling PC game in North America and Europe for the first six months of 2012.
- Activision Blizzard had the top three best-selling games in North America and Europe: *Skylanders Spyro's Adventure*, *Diablo III* and *Call of Duty®: Modern Warfare® 3*.

During the six months ended June 30, 2012, Activision Publishing released *Call of Duty: Modern Warfare 3 Content Collection #1* and *Call of Duty: Modern Warfare 3 Content Collection #2*. In addition, Activision Publishing released *Skylanders Cloud Patrol™, Prototype® 2, Battleship®, The Amazing Spider-Man™* and *Men In Black: Alien Crisis™*. Activision Publishing also released *Ice Age™ Continental Drift Arctic Games* in Europe and Asia Pacific.

Recent and Upcoming Product Releases

On July 10, 2012, Activision Publishing released *Ice Age Continental Drift Arctic Games* for Xbox 360, PS3, Wii, and NDS in North America.

During the third quarter of 2012, Activision Publishing expects to release the *Call of Duty: Modern Warfare 3 Content Collection #3* content pack for Xbox 360 and PS3 and the *Call of Duty: Modern Warfare 3 Content Collection #4* content pack for Xbox 360. In addition, Activision Publishing expects to release *Transformers™: Fall of Cyberton™,* for Xbox 360, PS3, and PC, *Wipeout 3* for Xbox 360, Wii, and NDS, and *Angry Birds Trilogy* for Xbox 360, PS3, and NDS.

Blizzard Entertainment expects to release *World of Warcraft®: Mists of Pandaria™* on September 25, 2012.

Management's Overview of Business Trends

We provide our products through both retail channels and digital online delivery methods. Many of our video games that are available through retailers as physical "boxed" software products such as DVDs are also available by direct digital download over the Internet (both from websites that we own and from others owned by third parties). In addition, we offer players downloadable content as add-ons to our products (*e.g.*, new multi-player content packs). Such digital online-delivered content is generally offered to consumers for a one-time fee.

We also offer subscription-based services for *World of Warcraft*, which are digitally delivered and hosted by Blizzard's proprietary online-game related service, Battle.net, and for *Call of Duty® Elite*, a digital service that provides both free and paid subscription-based content and features for the Call of Duty franchise. Digital revenues remain an important part of our business, and we continue to focus on and develop products that can be delivered via digital online channels. The amount of our digital revenues in any period may fluctuate depending, in part, on the timing and nature of our specific product releases.

Conditions in the retail channels of the video games industry have remained challenging for the first six months of 2012. In the U.S. and Europe, retail sales within the industry experienced a combined overall decrease of approximately 25% for the first six months of 2012, as compared to the same period in 2011, according to The NPD Group, Chart-Track and GfK. The declines in the U.S. and European retail channels were impacted by fewer releases in the six months ended June 30, 2012 as compared to the same period in 2011, as well as price declines over the prior year. In addition, the decline in sales to the retail channel continues to be more pronounced for casual titles on the Nintendo Wii and handheld platforms (down over 38% year-to-date), than titles on high-definition platforms (i.e., Xbox 360, and PS3).

However, the top five titles (including accessory packs and figures) grew 15% for the six months ended June 30, 2012, compared to the same period in 2011. This has resulted in the further concentration of revenues in the top titles, particularly for high-definition platforms, which experienced year over year growth, while non-premier titles experienced declines. The Company's results have been less impacted by the general declining trends in retail compared to our competitors because of our focus on premier top titles and a more focused slate of titles.

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Consolidated Statements of Operations Data

The following table sets forth consolidated statements of operations data for the periods indicated in dollars and as a percentage of total net revenues (amounts in millions):

	Three months ended June 30,				Six months ended June 30,			
	2012		2011		2012		2011	
Net revenues:								
Product sales	$ 798	74%	$ 768	67%	$ 1,672	74%	$ 1,829	70%
Subscription, licensing, and other revenues	277	26	378	33	575	26	766	30
Total net revenues	1,075	100	1,146	100	2,247	100	2,595	100
Costs and expenses:								
Cost of sales — product costs	229	21	213	19	486	22	512	19
Cost of sales — online subscriptions	64	6	59	5	123	5	122	5
Cost of sales — software royalties and amortization	57	5	47	4	88	4	109	4
Cost of sales — intellectual property licenses	20	2	24	2	27	1	53	2
Product development	152	14	116	10	276	12	258	10
Sales and marketing	136	13	90	8	216	10	150	6
General and administrative	190	18	127	11	291	13	228	9
Restructuring	—	—	3	—	—	—	22	1
Total costs and expenses	848	79	679	59	1,507	67	1,454	56
Operating income	227	21	467	41	740	33	1,141	44
Investment and other income (expense), net	2	—	2	—	3	—	5	—
Income before income tax expense	229	21	469	41	743	33	1,146	44
Income tax expense	44	4	134	12	174	8	308	12
Net income	$ 185	17%	$ 335	29%	$ 569	25%	$ 838	32%

Operating Segment Results

Our operating segments are consistent with our internal organizational structure, the manner in which our operations are reviewed and managed by our Chief Executive Officer, who is our Chief Operating Decision Maker ("CODM"), the manner in which operating performance is assessed and resources are allocated, and the availability of separate financial information. We do not aggregate operating segments.

The CODM reviews segment performance exclusive of the impact of the change in deferred net revenues and related cost of sales with respect to certain of our online-enabled games, stock-based compensation expense, restructuring expense, and amortization of intangible assets. The CODM does not review any information regarding total assets on an operating segment basis and, accordingly, no disclosure is made with respect thereto. Information on the operating segments and reconciliations of total segment net revenues and total segment income from operations to consolidated net revenues and income before income tax expense from external customers for the three and six months ended June 30, 2012 and 2011 are presented below (amounts in millions):

	Three months ended June 30, 2012	Three months ended June 30, 2011	Three months ended June 30, Increase (Decrease)	Six months ended June 30, 2012	Six months ended June 30, 2011	Six months ended June 30, Increase (Decrease)
Segment net revenues:						
Activision	$ 373	$ 323	$ 50	$ 645	$ 646	$ (1)
Blizzard	634	313	321	884	671	213
Distribution	47	63	(16)	112	137	(25)
Operating segment net revenue total	1,054	699	355	1,641	1,454	187
Reconciliation to consolidated net revenues:						
Net effect from deferral of net revenues	21	447		606	1,141	
Consolidated net revenues	$ 1,075	$ 1,146		$ 2,247	$ 2,595	
Segment income from operations:						
Activision	$ (71)	$ 31	$ (102)	$ (70)	$ 78	$ (148)
Blizzard	371	135	236	460	306	154
Distribution	—	(1)	1	—	—	—
Operating segment income from operations total	300	165	135	390	384	6
Reconciliation to consolidated operating income and consolidated income before income tax expense:						
Net effect from deferral of net revenues and related cost of sales	(40)	332		407	838	
Stock-based compensation expense	(31)	(20)		(52)	(43)	
Restructuring	—	(3)		—	(22)	
Amortization of intangible assets	(2)	(7)		(5)	(16)	
Consolidated operating income	227	467		740	1,141	
Investment and other income (expense), net	2	2		3	5	
Consolidated income before income tax expense	$ 229	$ 469		$ 743	$ 1,146	

Segment Net Revenues

Activision

Activision's net revenues increased for the three months ended June 30, 2012 as compared to the same period in 2011, primarily due to continued strong performance from *Skylanders Spyro's Adventure* (including toys and accessories associated with the Skylanders franchise), revenues from memberships for *Call of Duty Elite*, which was launched in the fourth quarter of 2011, and revenues from the larger second quarter 2012 release slate, including *Prototype 2, Battleship* and *The Amazing Spider-Man*. These increases in net revenues were partially offset by lower sales of Call of Duty downloadable content packs in 2012 than in 2011, and lower catalogue sales from Call of Duty franchise titles.

Activision's net revenues for the six months ended June 30, 2012 were roughly equal to the revenues for the same period in 2011, as increased revenues from *Skylanders Spyro's Adventure* principally offset the decrease in revenues related to the Call of Duty franchise.

Blizzard

Blizzard's net revenues increased significantly for the three and six months ended June 30, 2012 as compared to the same periods in 2011, primarily due to the successful launch of *Diablo III*. The increase in revenues from *Diablo III* was partially offset by lower *World of Warcraft* subscription revenues due to a lower number of subscribers and relatively fewer value-added service releases in 2012.

At June 30, 2012, the worldwide subscriber base for *World of Warcraft* was 9.1 million, compared to a subscriber base of 10.2 million at March 31, 2012, and 11.1 million at June 30, 2011, with a greater loss of subscribers in the East than in the West for both the 3-month and 12-month periods (in which the "East" includes China, Taiwan, and Korea, and the "West" includes the regions of North America and Europe). Contributing factors to the lower subscribers were likely the launch of *Diablo III* in the quarter, which provided consumers with an alternative gaming experience to *World of Warcraft* (although *Diablo III* has not yet launched in China), as well as the lack of new content patches in all geographies resulting in less overall game play. Looking forward, Blizzard Entertainment expects to release *World of Warcraft: Mists of Pandaria*™ on September 25, 2012, which will deliver new game content in all regions that is expected to further appeal to the gaming community (with availability in mainland China to be announced at a later date).

Distribution

Distribution's net revenues decreased for the three and six months ended June 30, 2012 as compared to the same periods in 2011, which was largely due to the weak video game retail sales environment in Europe, particularly in the United Kingdom, as well as unfavorable movements in foreign exchange rates.

Segment Income from Operations

Activision

For both the three and six months ended June 30, 2012, Activision's operating income decreased as compared to the same periods in 2011. The decreases were primarily driven by a higher cost of sales relative to net revenues, as a greater mix of our business was generated through the retail channel versus the digital channel in 2012 compared to 2011. The success of the Skylanders franchise and a larger release slate drove additional net revenues in the retail channel, while lower net revenues from Call of Duty downloadable content packs resulted in lower revenues in the digital channel for Activision Publishing. Further, operating income was negatively impacted by higher product development costs for future releases, higher sales and marketing costs related to the Skylanders franchise and our larger second quarter 2012 release slate, and higher general and administrative costs, primarily resulting from legal-related expenses.

Blizzard

Blizzard's operating income increased for both the three and six months ended June 30, 2012 as compared to the same periods in 2011, primarily as a result of the increases in net revenues previously described. The increases were partially offset by higher cost of sales (consistent with higher net revenues), and higher sales and marketing expenses, and other operating expenses associated with the launch of *Diablo III*.

Non-GAAP Financial Measures

The analysis of revenues by distribution channel is presented both on a GAAP (including the impact from change in deferred revenues) and non-GAAP (excluding the impact from change in deferred revenues) basis. We use this non-GAAP measure internally when evaluating our operating performance, when planning, forecasting and analyzing future periods, and when assessing the performance of our management team. We believe this is appropriate because this non-GAAP measure enables an analysis of performance based on the timing of actual transactions with our customers, which is consistent with the way the Company is measured by investment analysts and industry data sources, and facilitates comparison of operating performance between periods. In addition, excluding the impact from change in deferred net revenue provides a much more timely indication of trends in our sales and other operating results. While we believe that this non-GAAP measure is useful in evaluating our business, this information should be considered as supplemental in nature and is not meant to be considered in isolation from, as a substitute for, or as more important than, the related financial information prepared in accordance with GAAP. In addition, this non-GAAP financial measure may not be the same as any non-GAAP measure presented by another company. This non-GAAP financial measure has limitations in that it does not reflect all of the items associated with our GAAP revenues. We compensate for the limitations resulting from the exclusion of the change in deferred revenues by considering the impact of that item separately and by considering our GAAP, as well as non-GAAP, revenues.

The following table provides a reconciliation between GAAP and non-GAAP net revenues by distribution channel for the three and six months ended June 30, 2012 and 2011 (amounts in millions):

	Three months ended June 30, 2012	Three months ended June 30, 2011	Increase (Decrease)	Six months ended June 30, 2012	Six months ended June 30, 2011	Increase (Decrease)
GAAP net revenues by distribution channel						
Retail channels	$ 685	$ 660	$ 25	$ 1,479	$ 1,607	$ (128)
Digital online channels[1]	343	423	(80)	656	851	(195)
Total Activision and Blizzard	1,028	1,083	(55)	2,135	2,458	(323)
Distribution	47	63	(16)	112	137	(25)
Total consolidated GAAP net revenues	1,075	1,146	(71)	2,247	2,595	(348)
Change in deferred net revenues[2]						
Retail channels	(175)	(448)		(746)	(1,154)	
Digital online channels[1]	154	1		140	13	
Total changes in deferred net revenues	(21)	(447)		(606)	(1,141)	
Non-GAAP net revenues by distribution channel						
Retail channels	510	212	298	733	453	280
Digital online channels[1]	497	424	73	796	864	(68)
Total Activision and Blizzard	1,007	636	371	1,529	1,317	212
Distribution	47	63	(16)	112	137	(25)
Total non-GAAP net revenues [3]	$ 1,054	$ 699	$ 355	$ 1,641	$ 1,454	$ 187

[1] *We currently define digital online channels-related sales as revenues from subscriptions and licensing royalties, value-added services, downloadable content, digitally distributed products, and wireless devices.*

[2] *We have determined that some of our game's online functionality represents an essential component of gameplay and as a result a more-than-inconsequential separate deliverable. As such, we are required to recognize the revenues of these game titles over the estimated service periods, which may range from a minimum of five months to a maximum of less than a year. In the table above, we present the amount of net revenues for each period as a result of this accounting treatment.*

[3] *Total non-GAAP net revenues presented also represents our total operating segment net revenues.*

GAAP net revenues from digital online channels for the three and six months ended June 30, 2012 decreased as compared to the same periods in 2011, both in dollars and as a percent total net revenues. The amount of digital revenues in any period may fluctuate depending, in part, on the timing and nature of specific product releases. These decreases were attributable to the decline in net revenues from *World of Warcraft* subscriptions and value-added services and lower net revenues from Call of Duty downloadable content packs. *World of Warcraft* subscription revenues were down due to a lower subscriber base year-over-year. Revenues from Call of Duty downloadable content packs decreased. These decreases were partially offset by revenues from *Call of Duty Elite* memberships and *Diablo III* full game digital download sales.

For the three months ended June 30, 2012, the increase in GAAP net revenues from retail channels as compared to the same period in 2011 was attributable to sales of *Skylanders Spyro's Adventure* video games, toys and accessories and *Diablo III* boxed products. These increases were partially offset by lower catalogue sales of Call of Duty franchise titles and lower revenues generated from *World of Warcraft®: Cataclysm®*, which was released in December 2010. These last two factors, and the smaller number of Activision Publishing releases in the six months ended June 30, 2012, resulted in the decrease in GAAP net revenues from retail channels from the same period in the prior year.

Non-GAAP net revenues from digital online channels for the three months ended June 30, 2012 increased as compared to the same period in 2011, primarily due to sale of full game digital downloads of *Diablo III* and *Call of Duty Elite* memberships. Non-GAAP net revenues from digital online channels for the six months ended June 30, 2012 decreased primarily due to the same factors impacting GAAP revenues for the six months ended June 30, 2012. Non-GAAP digital revenues as a percent of total net revenues decreased for both the three and six month periods.

Non-GAAP net revenues from retail channels increased for the three and six months ended June 30, 2012 as a result of the strong launch of *Diablo III* and the continued strong performance of *Skylanders Spyro's Adventure*. These increases were partially offset by lower catalogue sales of Call of Duty franchise titles.

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Consolidated Results

Net Revenues by Geographic Region

The following table details our consolidated net revenues by geographic region for the three and six months ended June 30, 2012 and 2011 (amounts in millions):

	Three months ended June 30, 2012	Three months ended June 30, 2011	Increase (Decrease)	Six months ended June 30, 2012	Six months ended June 30, 2011	Increase (Decrease)
Geographic region net revenues:						
North America	$ 562	$ 580	$ (18)	$ 1,163	$ 1,328	$ (165)
Europe	403	467	(64)	888	1,061	(173)
Asia Pacific	110	99	11	196	206	(10)
Consolidated net revenues	$ 1,075	$ 1,146	$ (71)	$ 2,247	$ 2,595	$ (348)

The decreases in deferred net revenues recognized by geographic region for the three and six months ended June 30, 2012 and 2011 were as follows (amounts in millions):

	Three months ended June 30, 2012	Three months ended June 30, 2011	Increase (Decrease)	Six months ended June 30, 2012	Six months ended June 30, 2011	Increase (Decrease)
Decrease in deferred revenues recognized by geographic region:						
North America	$ 79	$ 249	$ (170)	$ 409	$ 632	$ (223)
Europe	9	181	(172)	235	452	(217)
Asia Pacific	(67)	17	(84)	(38)	57	(95)
Total impact on consolidated net revenues	$ 21	$ 447	$ (426)	$ 606	$ 1,141	$ (535)

As previously discussed, the Company's net revenues for the three and six months ended June 30, 2012 were negatively impacted by the decrease in the *World of Warcraft* subscriber base year-over-year, and lower sales of Call of Duty downloadable content packs and catalogue sales. These negative impacts were partially offset by the strong sales performance of *Skylanders Spyro's Adventure*, sales from the launch of *Diablo III* and revenues from *Call of Duty Elite* memberships. These factors impacted net revenues in all regions, with *Diablo III* having a relatively larger impact in the Asia Pacific region than in other regions. Furthermore, net revenues were down in Europe and Asia Pacific versus prior year, because we published *Lego Star Wars III* on behalf of Lucas Arts in Europe and certain countries in Asia Pacific in the first six months of 2011, while no comparable title was so published in the first six months of 2012.

The decrease in deferred revenues recognized was primarily attributable to the lower revenues from a lower *World of Warcraft* subscriber base, lower sales of Call of Duty digital downloadable content packs and catalogue titles, and lower catalogue sales of *World of Warcraft: Cataclysm* and *Starcraft II®: Wings of Liberty®,* as well as an increase in revenues deferred due to the launch success of *Diablo III*. The decrease was partially offset by the recognition of deferred revenue from the initial launch of *Call of Duty: Modern Warfare 3*.

Foreign Exchange Impact

Changes in foreign exchange rates had a negative impact of approximately $46 million and $63 million on Activision Blizzard's net revenues for the three and six months ended June 30, 2012, respectively, as compared to the same periods in 2011. The change is primarily due to the strengthening of the U.S. dollar relative to the British pound, the Euro and the Australian dollar.

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Net Revenues by Platform

The following tables detail our net revenues by platform and as a percentage of total consolidated net revenues for the three and six months ended June 30, 2012 and 2011 (amounts in millions):

	Three months ended June 30, 2012	% of total consolidated net revenues	Three months ended June 30, 2011	% of total consolidated net revenues	Increase (Decrease)
Platform net revenues:					
Online subscriptions[1]	$ 220	20%	$ 359	31%	$ (139)
PC and other[2]	276	26	80	7	196
Console					
Sony PlayStation 3	234	22	239	21	(5)
Sony PlayStation 2	—	—	2	—	(2)
Microsoft Xbox 360	248	23	300	26	(52)
Nintendo Wii	32	3	70	6	(38)
Total console	514	48	611	53	(97)
Handheld	18	2	33	3	(15)
Total platform net revenues	1,028	96	1,083	94	(55)
Distribution	47	4	63	6	(16)
Total consolidated net revenues	$ 1,075	100%	$ 1,146	100%	$ (71)

	Six months ended June 30, 2012	% of total consolidated net revenues	Six months ended June 30, 2011	% of total consolidated net revenues	Increase (Decrease)
Platform net revenues:					
Online subscriptions[1]	$ 475	21%	$ 754	29%	$ (279)
PC and Other[2]	413	18	205	8	208
Console					
Sony PlayStation 3	534	24	581	22	(47)
Sony PlayStation 2	2	—	6	—	(4)
Microsoft Xbox 360	584	26	697	27	(113)
Nintendo Wii	83	4	152	6	(69)
Total console	1,203	54	1,436	55	(233)
Handheld	44	2	63	3	(19)
Total platform net revenues	2,135	95	2,458	95	(323)
Distribution	112	5	137	5	(25)
Total consolidated net revenues	$ 2,247	100%	$ 2,595	100%	$ (348)

The increase / (decrease) in deferred revenues recognized by platform for the three and six months ended June 30, 2012 and 2011 was as follows (amounts in millions):

	Three months ended June 30, 2012	Three months ended June 30, 2011	Increase (Decrease)	Six months ended June 30, 2012	Six months ended June 30, 2011	Increase (Decrease)
Increase/(decrease) in deferred revenues recognized by platform:						
Online subscriptions[1]	$ 21	$ 67	$ (46)	$ 27	$ 123	$ (96)
PC and other[2]	(314)	35	(349)	(291)	123	(414)
Console						
Sony PlayStation 3	137	156	(19)	400	400	—
Microsoft Xbox 360	162	146	16	439	405	34
Nintendo Wii	12	39	(27)	26	84	(58)
Total console	311	341	(30)	865	889	(24)
Total handheld	3	4	(1)	5	6	(1)
Total impact on consolidated net revenues	$ 21	$ 447	$ (426)	$ 606	$ 1,141	$ (535)

[1] *Revenues from online subscriptions consists of revenue from all World of Warcraft products, including subscriptions, boxed products, expansion packs, licensing royalties, and value-added services, and revenues from Call of Duty® Elite memberships.*

[2] *Revenues from PC and other consists of net revenues from the sale of PC boxed products, Skylanders franchise standalone toys products, mobile sales and other physical merchandise and accessories.*

Net revenues from online subscriptions decreased for the three and six months ended June 30, 2012 as compared to the same periods in 2011, primarily as a result of lower *World of Warcraft* subscription revenues, lower value-added services revenues and lower Blizzard catalogue sales from *World of Warcraft: Cataclysm*, which was released in December 2010. The decrease was partially offset by revenues from *Call of Duty Elite* memberships.

Net revenues from PC and other significantly increased for the three and six months ended June 30, 2012 as compared to the same periods in 2011, primarily as a result of the continued strong performance of *Skylanders Spyro's Adventure* toys and accessories and the strong launch of *Diablo III*.

Net revenues from PS3 and Xbox 360 decreased for the three and six months ended June 30, 2012 as compared to the same periods in 2011, primarily due to lower revenues from Call of Duty downloadable content packs and Call of Duty catalogue sales, partially offset by the net revenues from the new releases during the second quarter of 2012. Furthermore, net revenues from Nintendo Wii decreased for the three and six months ended June 30, 2012, primarily due to overall weaker catalogue sales and fewer comparable releases.

The deferred revenues recognized for online subscriptions decreased for the three and six months ended June 30, 2012, as compared to the same periods in 2011, primarily due to lower revenues recognized from *World of Warcraft: Cataclysm*, which was released in December 2010, partially offset by revenues from *Call of Duty® Elite* memberships in 2012. The decreases in deferred revenues recognized for PC and other for the three and six months ended June 30, 2012 was primarily related to revenues deferred from the successful launch of *Diablo III* on May 15, 2012.

The increases in deferred revenues recognized for Xbox 360 for the three and six months ended June 30, 2012 were primarily due to differences in the release timing of Call of Duty downloadable content packs (in particular, the impact of a downloadable content pack release on June 28, 2011) which resulted in more deferred revenues in 2011, partially offset by lower overall net revenues from the Call of Duty franchise. The decreases in deferred revenues recognized for PS3 for the three and six months ended June 30, 2012 were attributable to lower downloadable content packs and catalogue net revenues from the Call of Duty franchise. The decreases in deferred revenues recognized for the Nintendo Wii for the three and six months ended June 30, 2012 primarily relate to overall weaker catalogue sales and fewer comparable releases.

Costs and Expenses

Cost of Sales

The following tables detail the components of cost of sales in dollars and as a percentage of total consolidated net revenues for the three and six months ended June 30, 2012 and 2011 (amounts in millions):

	Three months ended June 30, 2012	% of consolidated net revenues	Three months ended June 30, 2011	% of consolidated net revenues	Increase (Decrease)
Product costs	$ 229	21%	$ 213	19%	$ 16
Online subscriptions	64	6	59	5	5
Software royalties and amortization	57	5	47	4	10
Intellectual property licenses	20	2	24	2	(4)

	Six months ended June 30, 2012	% of consolidated net revenues	Six months ended June 30, 2011	% of consolidated net revenues	Increase (Decrease)
Product costs	$ 486	22%	$ 512	19%	$ (26)
Online subscriptions	123	5	122	5	1
Software royalties and amortization	88	4	109	4	(21)
Intellectual property licenses	27	1	53	2	(26)

Total cost of sales increased for the three months ended June 30, 2012 as compared to the same period in 2011, primarily due to costs related to *Diablo III* and a higher mix of revenues from retail distribution channels (which have a comparatively higher cost of sales) than digital distribution channels.

Total cost of sales decreased for the six months ended June 30, 2012 as compared to the same period in 2011, consistent with the decreases in net revenues. The decrease was partially offset by the increased cost of sales from a higher mix of revenues coming from retail channels than digital channels in 2012 compared to 2011.

Product Development (amounts in millions)

	June 30, 2012	% of consolidated net revenues	June 30, 2011	% of consolidated net revenues	Increase (Decrease)
Three Months Ended	$ 152	14%	$ 116	10%	$ 36
Six Months Ended	276	12	258	10	18

Product development costs increased for the three and six months ended June 30, 2012 as compared to the same periods in 2011, primarily due to higher product development costs for future releases and costs related to *Diablo III*, as well as additional costs related to severance payments. The increases were partially offset by an increase in capitalized costs for future titles as they reached technological feasibility.

Sales and Marketing (amounts in millions)

	June 30, 2012	% of consolidated net revenues	June 30, 2011	% of consolidated net revenues	Increase (Decrease)
Three Months Ended	$ 136	13%	$ 90	8%	$ 46
Six Months Ended	216	10	150	6	66

Sales and marketing expenses increased for the three and six months ended June 30, 2012 as compared to the same periods in 2011, primarily due to sales and marketing costs associated with the launch of *Diablo III* and Activision Publishing's larger second quarter 2012 release slate, as well as continued investments in our Skylanders franchise.

General and Administrative (amounts in millions)

	June 30, 2012	% of consolidated net revenues	June 30, 2011	% of consolidated net revenues	Increase (Decrease)
Three Months Ended	$ 190	18%	$ 127	11%	$ 63
Six Months Ended	291	13	228	9	63

General and administrative expenses increased for the three and six months ended June 30, 2012 as compared to the same periods in 2011, principally due to higher legal-related expenses (including legal-related accruals, settlements, and fees), stock-based compensation expenses and additional accrued bonuses reflecting year-to-date performance.

Restructuring (amounts in millions)

	June 30, 2012	% of consolidated net revenues	June 30, 2011	% of consolidated net revenues	Increase (Decrease)
Three Months Ended	$ —	—%	$ 3	—%	$ (3)
Six Months Ended	—	—	22	1	(22)

There were no material restructuring expenses for the three and six months ended June 30, 2012. The restructuring expenses for the three and six months ended June 30, 2011 relate to the restructuring plan authorized by the Company's Board of Directors on February 3, 2011.

Investment and other income (expense), net (amounts in millions)

	June 30, 2012	% of consolidated net revenues	June 30, 2011	% of consolidated net revenues	Increase (Decrease)
Three Months Ended	$ 2	—%	$ 2	—%	$ —
Six Months Ended	3	—	5	—	(2)

Investment and other income (expense), net was unchanged for the three months ended June 30, 2012, as compared to the same period in 2011, as the impact of lower yields earned on investments was fully offset by lower interest expense. For the six months ended June 30, 2012, as compared to the same period in 2011, investment and other income (expense), net decreased primarily due to lower yields earned on investments.

Income Tax Expense (amounts in millions)

	June 30, 2012	% of Pretax income	June 30, 2011	% of Pretax income	Increase (Decrease)
Three Months Ended	$ 44	19.2%	$ 134	28.6%	$ (90)
Six Months Ended	174	23.4	308	26.9	(134)

The income tax expense of $44 million for the three months ended June 30, 2012 reflected an effective tax rate of 19.2%, which differed from the effective tax rate of 28.6% for the three months ended June 30, 2011, primarily due to an increase in the amount of earnings in foreign jurisdictions with a lower statutory rate (relative to domestic earnings with a higher statutory rate). The effective tax rate of 19.2% for the three months ended June 30, 2012 differed from the statutory rate of 35.0% primarily due to foreign income taxes levied at relatively lower rates, geographic mix in profitability, recognition of California research and development credits and federal domestic production deductions. The federal research credit expired on December 31, 2011 and, as of June 30, 2012, an extension of the credit had not been signed into law and, as such, we have excluded the benefit from this tax credit in our income tax calculation for the three months ended June 30, 2012.

For the six months ended June 30, 2012, the tax rate was based on our projected annual effective tax rate for 2012, and also included certain discrete tax items recorded during the period. Our tax expense of $174 million for the six months ended June 30, 2012 reflected an effective tax rate of 23.4%, which differed from the effective tax rate of 26.9% for the six months ended June 30, 2011 primarily due to an increase in the amount of earnings in foreign jurisdictions with a lower statutory rate, relative to domestic earnings with a higher statutory rate.

The overall effective income tax rate for the year could be different from the effective tax rate for the three and six months ended June 30, 2012 and will be dependent, in part, on our profitability for the remainder of the year. In addition, our effective income tax rates for the remainder of 2012 and future periods will depend on a variety of factors, such as changes in the mix of income by tax jurisdiction, applicable accounting rules, applicable tax laws and regulations, and rulings and interpretations thereof, developments in tax audits and other matters, and variations in the estimated and actual level of annual pre-tax income or loss. Further, the effective tax rate could fluctuate significantly on a quarterly basis and could be adversely affected by the extent that income (loss) before income tax expenses (benefit) is lower than anticipated in foreign regions where taxes are levied at relatively lower statutory rates and/or higher than anticipated in the United States where taxes are levied at (relatively higher statutory rates).

The Internal Revenue Service ("IRS") is currently examining the Company's federal tax returns for the 2009 tax year. The Company also has several state and non-U.S. audits pending. Although the final resolution of the Company's global tax disputes is uncertain, based on current information, in the opinion of the Company's management, the ultimate resolution of these matters will not have a material adverse effect on the Company's consolidated financial position, liquidity or results of operations. However, an unfavorable resolution of the Company's global tax disputes could have a material adverse effect on the Company's business and results of operations in an interim period in which the matters are ultimately resolved.

Liquidity and Capital Resources

Sources of Liquidity (amounts in millions)

	At June 30, 2012	At December 31, 2011	Increase (Decrease)
Cash and cash equivalents	$ 2,786	$ 3,165	$ (379)
Short-term investments	406	360	46
	$ 3,192	$ 3,525	$ (333)
Percentage of total assets	26%	27%	

	Six months ended June 30, 2012	2011	Increase (Decrease)
Cash flows provided by operating activities	$ 245	$ 56	$ 189
Cash flows provided by (used in) investing activities	(74)	63	(137)
Cash flows used in financing activities	(496)	(663)	167
Effect of foreign exchange rate changes	(54)	66	(120)
Net decrease in cash and cash equivalents	$ (379)	$ (478)	$ 99

Cash Flows Provided by Operating Activities

The primary drivers of cash flows provided by operating activities have typically included the collection of customer receivables generated by the sale of our products and our subscription revenues, partially offset by payments to vendors for the manufacturing, distribution and marketing of our products, payments to third-party developers and intellectual property holders, tax liabilities, and payments to our workforce. A significant operating use of our cash relates to our continued focus on customer service for our subscriber services and investment in software development and intellectual property licenses. Cash flows provided by operating activities increased for the six months ended June 30, 2012 as compared to the same period in 2011. The increase was primarily attributable to lower payment of taxes and lower operating expense payments than for the same period in 2011, as well as the collection of receivables from the successful launch of *Diablo III*.

Cash Flows Provided by (Used in) Investing Activities

The primary drivers of cash flows provided by (used in) investing activities have typically included capital expenditures, acquisitions and the net effect of purchases and sales/maturities of short-term investments. Cash flows related to investing activities during the six months ended June 30, 2012 mainly reflected the purchase of $302 million of short-term investments, capital expenditures of $26 million, primarily for property and equipment, and the receipt of $253 million in proceeds from the maturities of investments, the majority of which consisted of U.S. treasury and government sponsored agency debt securities. More cash was used in investing activities, when comparing the six months ended June 30, 2012 to the same period in 2011, primarily due to the decrease in proceeds received from maturity of short-term investments.

Cash Flows Used in Financing Activities

The primary drivers of cash flows provided by (used in) financing activities have historically related to transactions involving our common stock, including the issuance of shares of common stock to employees, payment of dividends and the repurchase of our common stock. We have not utilized debt financing as a source of cash flows. Cash flows used in financing activities during the six months ended June 30, 2012 primarily reflected the repurchase of 26 million shares of our common stock for an aggregated purchase price of $315 million and the payment of an aggregate of $204 million related to a cash dividend. The repurchases were partially offset by $20 million of proceeds from the issuance of shares of our common stock to employees in connection with stock option exercises. Cash flows used in financing activities were lower for the six months ended June 30, 2012 as compared to the same period in 2011, primarily due to the decreased amount of share repurchases.

Other Liquidity and Capital Resources

In addition to cash flows provided by operating activities, our primary source of liquidity was $3.2 billion of cash and cash equivalents and short-term investments at June 30, 2012. With our cash and cash equivalents and expected cash flows provided by operating activities, we believe that we have sufficient liquidity to meet daily operations in the foreseeable future. We also believe that we have sufficient working capital ($2.8 billion at June 30, 2012) to finance our operational requirements for at least the next twelve months, including purchases of inventory and equipment, the development, production, marketing and sale of new products, the provision of customer service for our subscribers, the acquisition of intellectual property rights for future products from third parties, and the funding of our stock repurchase program and dividends.

As of June 30, 2012, the amount of cash and cash equivalents held outside of the U.S. by our foreign subsidiaries was $1.9 billion, compared with $1.6 billion as of December 31, 2011. If these funds are needed for our operations in the U.S., we would be required to accrue and pay U.S. taxes to repatriate these funds. However, our intent is to permanently reinvest these funds outside of the U.S. and our current plans do not demonstrate a need to repatriate them to fund our U.S. operations.

Capital Expenditures

For the year ending December 31, 2012, we anticipate total capital expenditures of approximately $100 million, primarily for property and equipment. Through the first six months of 2012, we made aggregate capital expenditures of $26 million.

Off-balance Sheet Arrangements

At both June 30, 2012 and December 31, 2011, Activision Blizzard had no significant relationships with unconsolidated entities or financial parties, such as entities often referred to as structured finance or special purpose entities, established for the purpose of facilitating off-balance sheet arrangements or other contractually narrow or limited purposes, that have or are reasonably likely to have a material future effect on our financial condition, changes in financial condition, revenues or expenses, results of operation, liquidity, capital expenditures, or capital resources.

Financial Disclosure

We maintain internal controls over financial reporting, which generally includes those controls relating to the preparation of our financial statements in conformity with accounting principles generally accepted in the United States of America ("U.S. GAAP"). We also are focused on our "disclosure controls and procedures," which, as defined by the Securities and Exchange Commission (the "SEC"), are generally those controls and procedures designed to ensure that financial and non-financial information required to be disclosed in our reports filed with the SEC is reported within the time periods specified in the SEC's rules and forms, and that such information is communicated to management, including our principal executive and financial officers, as appropriate, to allow timely decisions regarding required disclosure.

Our Disclosure Committee, which operates under the Board-approved Disclosure Committee Charter and Disclosure Controls & Procedures Policy, includes senior management representatives and assists executive management in its oversight of the accuracy and timeliness of our disclosures, as well as in implementing and evaluating our overall disclosure process. As part of our disclosure process, senior finance and operational representatives from all of our corporate divisions and business units prepare quarterly reports regarding their current quarter operational performance, future trends, subsequent events, internal controls, changes in internal controls and other accounting and disclosure relevant information. These quarterly reports are reviewed by certain key corporate finance executives. These corporate finance representatives also conduct quarterly interviews on a rotating basis with the preparers of selected quarterly reports. The results of the quarterly reports and related interviews are reviewed by the Disclosure Committee. Finance representatives also conduct reviews with our senior management team, our legal counsel and other appropriate personnel involved in the disclosure process, as appropriate. Additionally, senior finance and operational representatives provide internal certifications regarding the accuracy of information they provide that is utilized in the preparation of our periodic public reports filed with the SEC. Financial results and other financial information also are reviewed with the Audit Committee of the Board of Directors on a quarterly basis. As required by applicable regulatory requirements, the principal executive and financial officers review and make various certifications regarding the accuracy of our periodic public reports filed with the SEC, our disclosure controls and procedures, and our internal control over financial reporting. With the assistance of the Disclosure Committee, we will continue to assess and monitor, and make refinements to, our disclosure controls and procedures, and our internal controls over financial reporting.

Critical Accounting Policies and Estimates

Our condensed consolidated financial statements are prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP"). These accounting principles require us to make certain estimates, judgments and assumptions. We believe that the estimates, judgments and assumptions upon which we rely are reasonable based upon information available to us at the time that these estimates, judgments and assumptions are made. These estimates, judgments and assumptions can affect the reported amounts of assets and liabilities at the date of the financial statements as well as the reported amounts of revenues and expenses during the periods presented. To the extent there are material differences between these estimates, judgments or assumptions and actual results, our financial statements will be affected. The accounting policies that reflect our more significant estimates, judgments and assumptions and which we believe are the most critical to aid in fully understanding and evaluating our reported financial results include the following:

- Accounting for Income Taxes

We record a tax provision for the anticipated tax consequences of the reported results of operations. In accordance with FASB income tax guidance ("ASC Topic 740"), the provision for income taxes is computed using the asset and liability method, under which deferred tax assets and liabilities are recognized for the expected future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases and operating losses and tax credit carryforwards. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. We record a valuation allowance to reduce deferred tax assets to the amount that is believed more likely than not to be realized.

Management believes it is more likely than not that forecasted income, including income that may be generated as a result of certain tax planning strategies, together with the tax effects of the deferred tax liabilities, will be sufficient to fully recover the remaining deferred tax assets. In the event that all or part of the net deferred tax assets are determined not to be realizable in the future, an adjustment to the valuation allowance would be charged to earnings in the period such determination is made. The calculation of tax liabilities involves significant judgment in estimating the impact of uncertainties in the application of ASC Topic 740 and other complex tax laws. Resolution of these uncertainties in a manner inconsistent with management's expectations could have a material impact on our business and results of operations in an interim period in which the uncertainties are ultimately resolved.

Significant judgment is required in evaluating our uncertain tax positions and determining our provision for income taxes. Although we believe our reserves are reasonable, no assurance can be given that the final tax outcome of these matters will not be different from that which is reflected in our historical income tax provisions and accruals. We adjust these reserves in light of changing facts and circumstances, such as the closing of a tax audit or the refinement of an estimate. To the extent that the final tax outcome of these matters is different than the amounts recorded, such differences will impact the provision for income taxes in the period in which such determination is made. The provision for income taxes includes the impact of reserve provisions and changes to reserves that are considered appropriate, as well as the related net interest and penalties.

Our provision for income taxes is subject to volatility and could be adversely impacted by earnings being lower than anticipated in foreign regions where taxes are levied at relatively lower statutory rates and/or higher than anticipated in the United States where taxes are levied at relatively higher statutory rates; by changes in the valuation of our deferred tax assets and liabilities; by expiration of or lapses in the R&D tax credit laws; by tax effects of nondeductible compensation; by tax costs related to intercompany realignments; by changes in accounting principles; or by changes in tax laws and regulations including possible U.S. changes to the taxation of earnings of our foreign subsidiaries, the deductibility of expenses attributable to foreign income, or the foreign tax credit rules. Significant judgment is required to determine the recognition and measurement attributes prescribed in the accounting guidance for uncertainty in income taxes. The accounting guidance for uncertainty in income taxes applies to all income tax positions, including the potential recovery of previously paid taxes, which if settled unfavorably could adversely impact our provision for income taxes or additional paid-in capital. In addition, we are subject to the continuous examination of our income tax returns by the Internal Revenue Service (IRS) and other tax authorities. We regularly assess the likelihood of adverse outcomes resulting from these examinations to determine the adequacy of our provision for income taxes. There can be no assurance that the outcomes from these continuous examinations will not have an adverse impact on our operating results and financial condition.

During the six months ended June 30, 2012, there were no significant changes to the following critical accounting policies and estimates. Refer to Management's Discussion and Analysis of Financial Condition and Results of Operations contained in Part II, Item 7 of our Annual Report on Form 10-K for the year ended December 31, 2011 for a more complete discussion of our critical accounting policies and estimates.

- Revenue Recognition
- Allowances for Returns, Price Protection, Doubtful Accounts, and Inventory Obsolescence
- Software Development Costs and Intellectual Property Licenses
- Fair Value Estimates
- Goodwill and Intangible Assets — Impairment Assessments
- Stock-Based Compensation

Recently Issued Accounting Pronouncements

Fair value measurements and disclosures

Effective January 1, 2012, we adopted an update to the accounting rules for fair value measurement. The new accounting principal establishes a consistent definition of fair value in an effort to ensure that the fair value measurement and disclosure requirements between U.S. GAAP and International Financial Reporting Standards ("IFRS") are comparable. This update changes certain fair value measurement principles and enhances the disclosure requirements for fair value measurements. This update does not extend the use of fair value accounting, but provides guidance on how it should be applied where its use was already required or permitted by other standards within U.S. GAAP or IFRS. This update is effective for interim and annual periods beginning after December 15, 2011 and is applied prospectively. The adoption of this pronouncement did not have a material impact on the Company's Condensed Consolidated Financial Statements and accompanying disclosures.

Statement of comprehensive income

Effective January 1, 2012, we adopted the FASB issued authoritative guidance on the presentation of comprehensive income. This update requires that all non-owner changes in stockholders' equity be presented either in a single continuous statement of comprehensive income or in two separate but consecutive statements. This update does not change the items that must be reported in other comprehensive income or when an item of other comprehensive income must be reclassified to net income. The adoption of this pronouncement did not have a material impact on the Company's Condensed Consolidated Financial Statements and accompanying disclosures.

Goodwill impairment

Effective January 1, 2012, the Company adopted an update to the authoritative guidance related to goodwill impairment testing. This update gives companies the option to first perform a qualitative assessment to determine whether it is more likely than not that the fair value of a reporting unit is less than its carrying amount before performing the two-step test mandated prior to the update. If, after assessing the totality of events and circumstances, a company determines it is more likely than not that the fair value of a reporting unit is less than its carrying amount, then it must perform the two-step test. Otherwise, a company may skip the two-step test. Companies are not required to perform the qualitative assessment and may instead proceed directly to the first step of the two-part test. The adoption of this update guidance does not have a material impact on the Company's Condensed Consolidated Financial Statements.

Item 3. Quantitative and Qualitative Disclosures about Market Risk

Market risk is the potential loss arising from fluctuations in market rates and prices. Our market risk exposures primarily include fluctuations in interest rates, foreign currency exchange rates and market prices.

Foreign Currency Exchange Rate Risk

We transact business in many different foreign currencies and may be exposed to financial market risk resulting from fluctuations in foreign currency exchange rates. Revenues and related expenses generated from our international operations are generally denominated in their respective local currencies. Primary currencies include euros, British pounds, Australian dollars, South Korean won, and Swedish krona. Currency volatility is monitored throughout the year. To mitigate our foreign currency exchange rate exposure resulting from our foreign currency-denominated monetary assets, liabilities and earnings, we periodically enter into currency derivative contracts, principally swaps and forward contracts with maturities of twelve months or less. Vivendi is our principal counterparty and the risks of counterparty non-performance associated with these contracts are not considered to be material. We expect to continue to use economic hedge programs in the future to reduce foreign exchange-related volatility if it is determined that such hedging activities are appropriate to reduce risk. We do not hold or purchase any foreign currency contracts for trading or speculative purposes. All foreign currency economic hedging transactions are backed, in amount and by maturity, by an identified economic underlying item. Our foreign exchange forward contracts are not designated as hedging instruments and are accounted for as derivatives whereby the fair value of the contracts are reported as other current assets or other current liabilities in our condensed consolidated balance sheets, and the associated gains and losses from changes in fair value are reported in investment and other income (expense), net and general and administrative expense in the condensed consolidated statements of operations.

The gross notional amount of outstanding foreign exchange swaps was $322 million and $85 million at June 30, 2012 and December 31, 2011, respectively. A pre-tax net unrealized loss of $1 million and a gain of less than a million for the three months ended June 30, 2012 and 2011, respectively, and a pre-tax net unrealized loss of $1 million and a loss of less than a million for the six months ended June 30, 2012 and 2011, respectively, resulted from the foreign exchange contracts and swaps with Vivendi and were recognized in the condensed consolidated statements of operations.

The consolidated statements of operations are translated into U.S. dollars at exchange rates indicative of market rates during each applicable period. To the extent the U.S. dollar strengthens against foreign currencies, the translation of these foreign currency-denominated transactions results in reduced revenues, operating expenses, and net income from our international operations. Similarly, our revenues, operating expenses, and net income will increase for our international operations if the U.S. dollar weakens against foreign currencies. In the absence of the hedging activities described above, as of June 30, 2012, a hypothetical adverse foreign currency exchange rate movement of 10% would have resulted in potential declines in our net income of approximately $46 million. This sensitivity analysis assumes a parallel adverse shift of all foreign currency exchange rates against the U.S. dollar; however, all foreign currency exchange rates do not always move in such manner and actual results may differ materially.

Interest Rate Risk

Our exposure to market rate risk for changes in interest rates relates primarily to our investment portfolio. We do not use derivative financial instruments to manage interest rate risk in our investment portfolio. Our investment portfolio consists primarily of debt instruments with high credit quality and relatively short average maturities and money market funds that invest in securities issued by governments with highly rated sovereign debt. Because short-term securities mature relatively quickly and must be reinvested at the then current market rates, interest income on a portfolio consisting of cash, cash equivalents or short-term securities is more subject to market fluctuations than a portfolio of longer term securities. Conversely, the fair value of such a portfolio is less sensitive to market fluctuations than a portfolio of longer term securities. At June 30, 2012, our $2.8 billion of cash and cash equivalents were comprised primarily of money market funds. At June 30, 2012, our $406 million of short-term investments included $391 million of U.S. treasury and government-sponsored agency debt securities and $15 million of restricted cash. We had $17 million in auction rate securities at fair value classified as long-term investments at June 30, 2012. The Company has determined that, based on the composition of our investment portfolio as of June 30, 2012, there was no material interest rate risk exposure to the Company's consolidated financial position, results of operations or cash flows as of that date.

Item 4. Controls and Procedures

Definition and Limitations of Disclosure Controls and Procedures.

Our disclosure controls and procedures (as such term is defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act) are designed to reasonably ensure that information required to be disclosed in our reports filed under the Exchange Act is (i) recorded, processed, summarized, and reported within the time periods specified in the SEC's rules and forms and (ii) accumulated and communicated to management, including our principal executive officer and principal financial officer, as appropriate, to allow timely decisions regarding required disclosures. A control system, no matter how well designed and operated, can provide only reasonable assurance that it will detect or uncover failures within the Company to disclose material information otherwise required to be set forth in our periodic reports. Inherent limitations to any system of disclosure controls and procedures include, but are not limited to, the possibility of human error and the circumvention or overriding of such controls by one or more persons. In addition, we have designed our system of controls based on certain assumptions, which we believe are reasonable, about the likelihood of future events, and our system of controls may therefore not achieve its desired objectives under all possible future events.

Evaluation of Disclosure Controls and Procedures.

Our management, with the participation of our principal executive officer and principal financial officer, has evaluated the effectiveness of our disclosure controls and procedures at June 30, 2012, the end of the period covered by this report. Based on this evaluation, the principal executive officer and principal financial officer concluded that, at June 30, 2012, our disclosure controls and procedures were effective to provide reasonable assurance that information required to be disclosed by the Company in the reports that it files or submits under the Exchange Act is (i) recorded, processed, summarized, and reported on a timely basis, and (ii) accumulated and communicated to management, including our principal executive officer and principal financial officer, as appropriate to allow timely decisions regarding required disclosures.

Changes in Internal Control Over Financial Reporting.

There have not been any changes in our internal control over financial reporting during the most recent fiscal quarter that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II. OTHER INFORMATION

Item 1. Legal Proceedings

The Company is subject to various legal proceedings and claims. FASB Accounting Standards Codification (ASC) Topic 450 governs the disclosure of loss contingencies and accrual of loss contingencies in respect of litigation and other claims. The Company records an accrual for a potential loss when it is probable that a loss will occur and the amount of the loss can be reasonably estimated. When the reasonable estimate of the potential loss is within a range of amounts, the minimum of the range of potential loss is accrued, unless a higher amount within the range is a better estimate than any other amount within the range. Moreover, even if an accrual is not required, the Company provides additional disclosure related to litigation and other claims when it is reasonably possible (i.e., more than remote) that the outcomes of such litigation and other claims include potential material adverse impacts on the Company. The outcomes of legal proceedings and other claims are subject to significant uncertainties, many of which are outside the Company's control. There is significant judgment required in the analysis of these matters, including the probability determination and whether a potential exposure can be reasonably estimated. In making these determinations, the Company, in consultation with outside counsel, examines the relevant facts and circumstances on a quarterly basis assuming, as applicable, a combination of settlement and litigated outcomes and strategies. Moreover, legal matters are inherently unpredictable and the timing of development of factors on which reasonable judgments and estimates can be based can be slow. As such, there can be no assurance that the final outcome of these matters will not materially and adversely affect our business, financial condition, results of operations, or liquidity.

The Company recognized expense associated with legal-related matters (i.e., accruals, settlements and fees) totaling $74 million and $34 million during the three months ended June 30, 2012 and 2011, respectively.

In prior periods, the Company reported on litigation involving former employees at Infinity Ward, as well as Electronic Arts, Inc. During the period ended June 30, 2012, as previously disclosed, all parties to these litigation matters reached a settlement of the disputes.

We are party to routine claims and suits brought by us and against us in the ordinary course of business, including disputes arising over intellectual property rights, contractual claims, employment laws, regulations and relationships, and collection matters. In the opinion of management, after consultation with legal counsel, such routine claims and lawsuits are not significant and we do not expect them to have a material adverse effect on our business, financial condition, results of operations, or liquidity.

Item 1A. Risk Factors

The reader should carefully consider, in connection with the other information in this report, the factors discussed in Part I, "Item 1A: Risk Factors" of the Company's 2011 Annual Report on Form 10-K. These factors could cause our actual results to differ materially from those stated in forward-looking statements contained in this document and elsewhere.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

Issuer Purchase of Equity Securities

The following table provides the number of shares purchased and average price paid per share during the quarter ended June 30, 2012, the total number of shares purchased as part of our publicly announced repurchase programs, and the approximate dollar value of shares that may yet be purchased under our stock repurchase program at June 30, 2012.

Period	Total number of shares purchased (1)	Average price paid per share ($)	Total number of shares purchased as part of publicly announced plans or programs (1)	Approximate dollar value of shares that may yet be purchased under the plans or programs ($)
April 1, 2012—April 30, 2012	3,195,945	$ 12.33	3,195,945	$ 960,584,094
May 1, 2012—May 31, 2012	1,204,125	12.30	1,204,125	945,772,518
June 1, 2012—June 30, 2012	—	—	—	945,772,518
Total	4,400,070	12.32	4,400,070	

(1) These purchases were made pursuant to the stock repurchase program approved by our Board of Directors on February 2, 2012 and announced on February 9, 2012 pursuant to which we are authorized to repurchase up to $1 billion of our common stock from time to time on the open market or in private transactions, including structured or accelerated transactions, on terms and conditions to be determined by the Company, until the earlier of March 31, 2013 and a determination by the Board of Directors to discontinue the repurchase program.

Item 6. Exhibits

The exhibits listed on the accompanying Exhibit Index are hereby incorporated by reference into this Quarterly Report on Form 10-Q.

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SIGNATURE

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.

Date: August 2, 2012

ACTIVISION BLIZZARD, INC.

/s/ DENNIS DURKIN	/s/ STEPHEN WEREB
Dennis Durkin	Stephen Wereb
Chief Financial Officer and	*Chief Accounting Officer and*
Principal Financial Officer of	*Principal Accounting Officer of*
Activision Blizzard, Inc.	*Activision Blizzard, Inc.*

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EXHIBIT INDEX

Exhibit Number	Exhibit
3.1	Amended and Restated Certificate of Incorporation of Activision Blizzard, Inc., dated July 9, 2008 (incorporated by reference to Exhibit 3.1 of the Company's Form 8-K, filed July 15, 2008).
3.2	Certificate of Amendment to the Amended and Restated Certificate of Incorporation of Activision Blizzard, Inc., dated August 15, 2008 (incorporated by reference to Exhibit 3.1 of the Company's Form 8-K, filed August 15, 2008).
3.3	Amended and Restated By-Laws of Activision Blizzard, Inc., as amended and restated as of February 2, 2010 (incorporated by reference to Exhibit 3.1 of the Company's Form 8-K, filed February 5, 2010).
10.1*	Activision Blizzard, Inc. Amended and Restated 2008 Incentive Plan, as amended and restated (incorporated by reference to Exhibit 10.1 of the Company's Form 8-K filed June 12, 2012).
10.2*	Employment Agreement, dated June 30, 2012, between Brian G. Kelly and the Company.
31.1	Certification of Robert A. Kotick pursuant to Rule 13a-14(a) under the Securities and Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2	Certification of Dennis Durkin pursuant to Rule 13a-14(a) under the Securities and Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1	Certification of Robert A. Kotick pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2	Certification of Dennis Durkin pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101.INS	XBRL Instance Document.
101.SCH	XBRL Taxonomy Extension Schema Document.
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document.
101.LAB	XBRL Taxonomy Extension Labels Linkbase Document.
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document.
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document.

* Indicates a management contract or compensatory plan, contract or arrangement in which a director or executive officer of the Company participates.

Attached as Exhibit 101 to this report are the following formatted in XBRL (Extensible Business Reporting Language): (i) Condensed Consolidated Balance Sheets at June 30, 2012 and December 31, 2011, (ii) Condensed Consolidated Statements of Operations for the three and six months ended June 30, 2012 and June 30, 2011, (iii) Condensed Consolidated Statements of Comprehensive Income for the three and six months ended June 30, 2012 and June 30, 2011, (iv) Condensed Consolidated Statements of Cash Flows for the six months ended June 30, 2012 and June 30, 2011; (v) Condensed Consolidated Statement of Changes in Shareholders' Equity for the six months ended June 30, 2012; and (vi) Notes to Condensed Consolidated Financial Statements.

Exhibit 10.2

EMPLOYMENT AGREEMENT

Employment Agreement, dated as of June 30, 2012 (the "***Effective Date***"), by and between ACTIVISION BLIZZARD, INC., a Delaware corporation with its principal offices at 3100 Ocean Park Boulevard, Santa Monica, CA 90405 (the "***Company***"), and BRIAN G. KELLY (the "***Executive***").

RECITALS:

WHEREAS, the Executive and the Company desire to enter into this Employment Agreement (this "***Agreement***");

WHEREAS, the Board of Directors of the Company (the "***Board***") has determined that it is in the best interests of the Company and its stockholders to enter into this Agreement and the Executive is willing to serve as an employee of the Company subject to the terms and conditions of this Agreement; and

WHEREAS, the Compensation Committee (the "***Compensation Committee***") of the Board approved the execution and delivery of this Agreement by the Company at a meeting of the Compensation Committee held on June 30, 2012.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Position and Duties

(a) The Company agrees to continue to employ the Executive, and the Executive agrees to be employed, as Co-Chairman of the Company reporting only to the Board. The Executive shall have such powers, duties, authorities and responsibilities as are consistent with Executive's position and title, including acting as co-chairman of any meeting of the Board and, as requested by the Chairman, coordinating and supervising Board meetings. The Executive shall assist and advise the Company's Chief Executive Officer in connection with strategic initiatives (including acquisitions), corporate governance, organizational structure, compensation policies, succession planning, financing and other matters mutually agreed upon by the Executive and the Board. At all times during the Employment Period (as defined in Section 2 below), the Executive shall, unless he otherwise elects, be nominated for election by the shareholders of the Company to the Board.

(b) During the Employment Period the Executive agrees to devote such time, attention and efforts to the business and affairs of the Company as may be necessary to discharge the duties and responsibilities reasonably assigned to the Executive hereunder and to use the Executive's reasonable best efforts to perform faithfully and efficiently such duties and responsibilities. Notwithstanding the forgoing, during the Employment Period the Executive shall be permitted to work on family and investment businesses and other business activities that are not Competitive Businesses (as defined in Section 13(b) below) and do not conflict with the Executive's obligations to the Company.

(c) It shall not be a violation of this Agreement for the Executive to engage in any activity which is, in the good faith opinion of the Executive, not inconsistent with the Company's interests and prospects, including, without limitation, (a) serving on civic or charitable boards or committees; (b) serving as a director of any company that is not in a Competitive Business; (c) delivering lectures, fulfilling speaking engagements or teaching at educational institutions; (d) managing personal investments; (e) serving as an officer or director of (i) entities formed to manage family or personal investments that are not in a Competitive Business or (ii) closely-held private companies that are not in a Competitive Business; and (f) attending conferences conducted by business organizations; provided, however, that such activity does not significantly interfere with the performance of Executive's duties and responsibilities hereunder. It is expressly understood and agreed that to the extent that any activity has been conducted by the Executive prior to the Effective Date, the continued conduct of such activity (or the conduct of an activity similar in nature and scope thereto) during the Employment Period shall be deemed not to interfere with the performance of the Executive's duties and responsibilities to the Company and shall not constitute a violation of this Agreement.

(d) During the Employment Period, the Executive shall be based at the Company's offices in New York, New York. Except for periodic travel assignments, the Executive shall not, without his consent, be required to perform services for the Company at any place other than the Company's New York offices which shall at all times, unless the Executive otherwise consents, be within a 20 mile radius of the Company's current New York offices. Notwithstanding the forgoing, (i) the Executive acknowledges that he shall be required to travel to the Company's principal place of business in California from time to time, although not more often than as was generally the case prior to the Effective Date and (ii) the Executive shall be entitled to perform his services at any location he chooses.

2. Effectiveness; Employment Period

The employment of the Executive under the terms of this Agreement (the "***Employment Period***") shall commence on the Effective Date and terminate on June 30, 2016 (the "***Expiration Date***"). Notwithstanding anything contained herein to the contrary, the Executive's employment pursuant to the terms of this Agreement and the Employment Period are subject to termination pursuant to Section 7 below.

3. Compensation

The Executive shall receive the following compensation (the "***Compensation***") for the Executive's services hereunder:

(a) **Base Salary**. The Company shall pay to the Executive a base salary ("Base Salary") in respect of each calendar year of the Company or portion thereof during the Employment Period. Commencing on the Effective Date, the Base Salary shall be at the rate of $100,000 annually, which amount shall not be decreased. The Base Salary shall be paid in accordance with the customary payroll practices of the Company at regular intervals, but in no event less frequently than every month, as the Company may establish from time to time for senior executive employees of the Company. The Base Salary shall be prorated with respect to any partial calendar years during the Employment Period.

(b) **Annual Bonus**. For each fiscal year during the Employment Period, the Executive shall be considered for an annual bonus (the "***Annual Bonus***"), to be determined in the sole discretion of the Compensation Committee, based upon the Company achieving financial and business objectives for the applicable fiscal year. The Annual Bonus, if any, may be paid in cash, shares of Company Common Stock, stock options or other equity-based awards or any combination thereof as determined by the Compensation Committee in its sole discretion. The Company shall pay the Annual Bonus, if any, to the Executive no later than two and a half (2 ½) months after the end of the fiscal year for which the Annual Bonus is awarded provided that, except as otherwise provided in this Agreement, the Executive remains continuously employed by the Company or its subsidiaries and affiliates (the "***Company Group***") through the date on which the Annual Bonus is paid. With respect to the partial fiscal year of the Employment Period ending on the last day of the Employment Period, the Executive shall be eligible for an Annual Bonus if he remains employed by the Company or the Company Group through the last day of the Employment Period; provided, however, that any such Annual Bonus shall be equal to the Annual Bonus awarded to the Executive for the fiscal year during which the Expiration Date occurs, multiplied by a fraction, the numerator of which is the number of days worked during the fiscal year in which the Expiration Date occurs and the denominator of which is 365.

4. <u>Other Benefits</u>

(a) **Benefits and Perquisites**. During the Employment Period, the Executive shall be entitled to participate in all health, welfare, retirement, pension, life insurance, disability and similar plans, programs and arrangements generally available to the U.S.-based senior executive group of the Company in accordance with the terms and conditions of such plans, programs and arrangements, as amended from time to time. In addition, during the Employment Period the Executive shall be entitled to participate in all perquisite programs available to the U.S.-based senior executive group of the Company on the terms and conditions then prevailing under such programs, as amended from time to time.

(b) **Expenses.** During the Employment Period, the Executive shall be reimbursed by the Company for all reasonable travel, entertainment, conference expenses, organization dues and other business expenses incurred by the Executive in connection with the performance of the Executive's services under this Agreement, subject to the Company's policies in effect from time to time with respect to such expenses, including the requirements with respect to reporting and documentation of such expenses.

(c) **Office and Support Staff**. During the Employment Period, the Executive shall be entitled to an office or offices of a size and with furnishings and other appointments, including personal secretarial and other assistance, at least equal to the most favorable of the foregoing provided to the Executive by the Company at any time during the ninety (90) day period immediately preceding the Effective Date, or, if more favorable to the Executive, as provided at any time after the Effective Date to the Executive or other U.S.-based senior executive officers. The Executive's personal assistant may perform non-Company duties so long as such activities do not interfere with the assistant's duties to the Company.

(d) **Vacation**. Due to the parties' understanding that Executive will perform his duties in accordance with the needs of the business of the Company, during the Employment Period, the Executive shall not require or be entitled to vacation time.

(e) **Life Insurance**. The Company shall continue for a period of ten (10) years commencing on the Effective Date to maintain a renewable term insurance policy or policies covering the life of the Executive in the amount of six million dollars ($6,000,000), naming the Executive's estate or any other person designated by the Executive as beneficiary of such policy or policies. The Executive has the right to require the Company at any time to prepay all of the premiums associated with such policy or policies so as to ensure such policies remain in force for the full ten (10) year period.

5. <u>**Restricted Share Unit Grant**</u>. The Company shall grant, effective as of June 30, 2012, to the Executive an award of restricted stock units (the "***Restricted Share Units***") with a value equal to $12,500,000, as determined by reference to the Company's average closing stock price as reported on the NASDAQ Global Market Reporting System ("***NASDAQ***") for the thirty (30) business days ending on the last business day prior to the date hereof (the "***Grant Date Value***") pursuant to the Company's 2008 Incentive Plan (as amended from time to time, the "***2008 Plan***") and subject to the further terms and conditions as set forth in an award agreement to be entered into among the Company and the Executive in the form set forth in Exhibit A hereto (the "***Restricted Share Unit Grant Agreement***").

6. <u>**Performance Share Grant**</u>. The Company shall grant, effective as of June 30, 2012, to the Executive performance shares (the "***Performance Shares***") with a Grant Date Value at target equal to $12,500,000 pursuant to the 2008 Plan and subject to the further terms and conditions as set forth in an award agreement to be entered into among the Company and the Executive in the form set forth in Exhibit B hereto (the "***Performance Share Grant Agreement***"). The Company and the Executive agree that the making of the awards described in Section 5 and Section 6 shall not preclude the Compensation Committee from making additional equity or equity-based awards to the Executive, which awards shall be made in the sole discretion of the Compensation Committee; <u>provided</u>, <u>however</u>, that in the event that any such additional grant is made, the terms and conditions of such grant shall be no less favorable than any comparable grant contemporaneously made by the Company to Robert A. Kotick, it being understood that the foregoing shall not require awards of an equivalent economic value.

7. <u>**Termination**</u>

The employment by the Company Group of the Executive shall be terminated as provided in this Section 7:

(a) **Death**. Upon the Executive's death ("***Death***").

(b) **Disability**.

(i) The Company or the Executive, upon not less than thirty (30) days written notice to the other party ("***Disability Notice***"), may terminate the employment by the Company of the Executive if the Executive has been unable, by reason of physical or mental disability, to render, for 120 successive days or for shorter periods aggregating 210 days or more in any twelve (12) month period, services of the character contemplated by this Agreement and will be unable to resume providing such services within a reasonable period of time by reason of such disability (such circumstances being referred to as "***Disability***").

(ii) The determination of whether the Executive has become Disabled within the meaning of this Section 7(b) shall be made (A) in the case of a termination of employment by the Company, by a medical doctor selected by the Company, or (B) in the case of a termination of employment by the Executive, by Executive's medical doctor. In the event the Company gives a notice of termination of employment under this Section 7, the Executive or his representative may at any time prior to the effective date of termination contest the termination and cause a determination of Disability to be made by Executive's medical doctor. In the event the Executive gives a notice of termination of employment under this Section 7, the Company may at any time prior to the effective date of termination contest the termination and cause a determination of Disability to be made by a medical doctor selected by the Company. In either case, if such medical doctors do not agree with regard to the determination of Disability, they shall mutually choose a third medical doctor to examine the Executive, and the Disability determination of such third medical doctor shall be binding upon both the Company and the Executive.

(c) **Without Cause**. By the Company, for any reason other than Death, Cause or Disability, but only upon a vote of a majority of the entire Board (or such other vote required pursuant to the Company's By-Laws in effect at the time of such vote (the "***By-Laws***")) at a meeting duly called and held at which Executive shall have the right to be present and be heard.

(d) **Cause**. By the Company, for Cause, but only upon a vote of a majority of the entire Board (or such other vote required pursuant to the By-Laws) at a meeting duly called and held at which Executive shall have the right to be present and be heard. The term "***Cause***" means (i) a determination by a court of competent jurisdiction that the Executive has committed any act of fraud or embezzlement in respect of the Company or its funds, properties or assets; (ii) conviction of a felony relating to the Executive's actions as an executive of the Company under the laws of the United States or any state thereof (provided that all rights of appeal have been exercised or have lapsed) unless such acts were committed in the reasonable, good faith belief that his actions were in the best interests of the Company and its stockholders and would not violate criminal law; (iii) willful misconduct or gross negligence by the Executive in connection with the performance of his duties that has caused or is highly likely to cause severe harm to the Company; or (iv) intentional dishonesty by the Executive in the performance of his duties hereunder which has a material adverse effect on the Company.

In the case of any termination for Cause, the Company shall provide the Executive with a Notice of Termination (as defined in Section 8) giving the Executive at least thirty (30) days written notice of its intent to terminate this Agreement and his employment.

The Notice of Termination shall specify (x) the effective date of his termination and (y) the particular acts or circumstances that constitute Cause for such termination. The Executive shall be given the opportunity within fifteen (15) days after receiving the notice to explain why Cause does not exist or to cure any basis for Cause. Within fifteen (15) days after any such explanation or cure, the Company will make its final determination regarding whether Cause exists and deliver such determination to the Executive in writing. If the final decision is that Cause exists and no cure has occurred, the Executive's employment with the Company shall be terminated for Cause as of the Date of Termination (as defined in Section 8) specified in the Notice of Termination. If the final decision is that Cause does not exist or a cure has occurred, the Executive's employment with the Company shall not be terminated for Cause at that time.

(e) **Resignation**. By the Executive, other than for Good Reason ("***Resignation***").

(f) **Good Reason**. By the Executive, for Good Reason. As used herein, the term "***Good Reason***" means that, without the Executive's prior written consent, there shall have occurred: (i) a material reduction in the Executive's benefits as set forth in Section 4(a) or 4(e) or any reduction in the Base Salary; (ii) the assignment to the Executive of any duties inconsistent with the Executive's position, duties, responsibilities, authority or status with the Company or a change in Executive's reporting responsibilities, titles or offices as in effect prior to such assignment or change; (iii) the Company's material breach or failure to perform, when due, any of its obligations under this Agreement; (iv) any purported termination of Executive's employment which is not effected pursuant to a Notice of Termination satisfying the applicable requirements with respect to Section 8 of this Agreement; (v) Robert A. Kotick ceasing to be Chief Executive Officer of the Company; (vi) the Executive's failure to be nominated for election, or failure to be elected or re-elected, as a member of the Board at the expiration of each term of office; or (vii) a determination by the Executive, made in good faith, that the Executive is not able to discharge his duties effectively by reason of directives from the Board requiring the Executive to perform duties not directly related to the operations of the Company. For avoidance of doubt, the failure to pay the Executive an Annual Bonus shall not constitute Good Reason hereunder.

In the case of any termination for Good Reason, the Executive shall provide the Company with a Notice of Termination giving the Company at least thirty (30) days written notice of his intent to terminate this Agreement and his employment. The Notice of Termination shall specify (x) the effective date of his termination and (y) the particular acts or circumstances that constitute Good Reason for such termination. The Company shall be given the opportunity within fifteen (15) days after receiving the Notice of Termination to cure any basis for Good Reason. If no cure is effected, the Executive's resignation shall be effective as of the Date of Termination (as defined in Section 8) specified in the Notice of Termination. If a cure is effected, the Executive's resignation shall not be effective at that time.

8. <u>Notice and Date of Termination</u>

(a) Any termination of the Executive's employment with the Company Group under Section 7, other than by reason of Death, shall be communicated by written Notice of Termination from the terminating party to the other parties hereto.

For purposes of this Agreement, a "***Notice of Termination***" shall mean a notice which shall indicate the specific termination provision in this Agreement relied upon and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Executive's employment under the provision so indicated. The effective date of any termination of the Executive's employment (the "***Date of Termination***") shall be:

(i) if the Executive's employment is terminated by Death, the date of the Executive's Death;

(ii) if the Executive's employment is terminated without Cause or by the Executive for Good Reason, the later of (A) thirty (30) days after Notice of Termination is given and (B) the expiration of any applicable cure period;

(iii) if the Executive's employment is terminated by reason of Disability, (i) thirty (30) days after the Disability Notice or (ii) upon a final determination, pursuant to Section 7(b) above, as the case may be, whichever is later; provided that the Executive shall not have returned to the full-time performance of his duties during such period; and

(iv) if the Executive's employment is terminated on account of Cause or Resignation, the date specified in the Notice of Termination, which shall be no less than ten (10) nor more than thirty (30) days after such Notice of Termination is given.

(b) The Executive agrees to resign, on the Date of Termination, as a director of the Company and any member of the Company Group, as applicable, and to promptly execute and provide to the Company any further documentation, as requested by the Company, to confirm such resignation.

9. <u>Compensation Upon Termination</u>

Upon the termination of the Executive's employment with the Company Group pursuant to Section 7, the Executive's rights and the Company's obligations under this Agreement shall immediately terminate except as provided in Section 19(m), and the Executive (or his heirs or estate, as applicable) shall be entitled to receive the amounts or benefits set forth below. The payments and benefits provided pursuant to this Section 9 are (x) provided in lieu of any severance or income continuation protection under any plan of the Company Group that may now or hereafter exist, (y) provided in addition to any payments the Executive (or his beneficiaries or estate, as applicable) may be entitled to receive pursuant to any pension or employee benefit plan or disability or life insurance policy maintained by the Company Group, and (z) except as provided in Section 19(m) of this Agreement, deemed to satisfy and be in full and final settlement of all obligations of the Company Group to the Executive under this Agreement. The Executive shall have no further right to receive any other compensation or benefits following the Date of Termination for any reason except as set forth in this Section 9.

(a) **Compensation Upon Death**. In the event of a termination of the Executive's employment with the Company Group upon Death, the Executive's heirs, successors or legal representatives shall be entitled to receive:

(i) the Base Salary through the Date of Termination, any unpaid Annual Bonus for any prior fiscal year, and any reimbursement due to the Executive pursuant to Section 4(b) (the "***Accrued Obligations***");

(ii) an amount equal to the average annual bonus paid to the Executive for the three (3) most recent fiscal years immediately prior to the year in which the Date of Termination occurs, multiplied by a fraction, the numerator of which is the number of days worked during the fiscal year in which the Date of Termination occurs and the denominator of which is 365 (the "***Pro Rata Annual Bonus***");

(iii) the Executive's then current spouse and minor children, if any, shall receive the same level of health/medical insurance or coverage provided immediately prior to the Date of Termination on a non-taxable basis for two (2) years, with the cost of such continued insurance or coverage being borne by the Company; and

(iv) all outstanding options to purchase Company Common Stock granted to the Executive on June 15, 2007 (the "***June Options***") will remain exercisable until the original expiration date of the June Options.

(b) **Compensation Upon Disability**. In the event of termination of the Executive's employment with the Company Group for Disability:

(i) the Executive shall be entitled to receive the Accrued Obligations;

(ii) the Executive shall be entitled to receive the Pro Rata Annual Bonus;

(iii) the Executive and his then current spouse and minor children, if any, shall receive the same level of health/medical insurance or coverage provided immediately prior to the Date of Termination on a non-taxable basis for two (2) years, with the cost of such continued insurance or coverage being borne by the Company; and

(iv) all June Options will remain exercisable until the original expiration date of the June Options.

Notwithstanding the above, if the Executive's Disability is not such that the Executive is "disabled" for purposes of Section 409A(a)(2)(C) of the Internal Revenue Code of 1986, as amended (the "***Code***"), the payments and benefits described in this Section 9(b) shall be subject to Section 19(c).

Payment of the Pro Rata Annual Bonus and the treatment of the options described in clause (iv) of this Section 9(b) are expressly conditioned upon the Executive's execution of a waiver and release agreement in the form attached as Exhibit A to this Agreement (the "***Release***") and the Release becoming effective and irrevocable in its entirety within ninety (90) days after the Executive's Date of Termination (the "***Release Period***").

The first business day following the date on which the Release becomes effective and irrevocable is referred to herein as the "***Release Date***").

(c) **Compensation Upon Resignation Or Termination For Cause**. In the event of termination of the Executive's employment with the Company Group upon Resignation or termination for Cause:

(i) the Executive shall be entitled to receive the Accrued Obligations;

(ii) upon a termination for Cause, all vested options shall expire on the Date of Termination; and

(iii) upon a Resignation, all vested options will expire on the earlier of (I) their original expiration date or (II) the later of (A) thirty (30) days following the Date of Termination and (B) the first date on which the Executive may sell shares of Company Common Stock over the primary exchange on which such Common Stock is listed for trading in accordance with applicable law and any applicable Company policy.

(d) **Compensation Upon Termination By Executive For Good Reason Or By The Company Without Cause**. In the event the Executive's employment with the Company Group is terminated by the Executive for Good Reason or by the Company without Cause:

(i) the Executive shall be entitled to receive the Accrued Obligations;

(ii) the Executive shall be entitled to receive the Pro Rata Annual Bonus;

(iii) the Executive shall be entitled to receive an amount equal to two (2) multiplied by the sum of (x) the Base Salary and (y) the average annual bonus paid to the Executive for the three (3) most recent fiscal years immediately prior to the year in which the Date of Termination occurs;

(iv) the Executive and his then current spouse and minor children, if any, shall receive the same level of health/medical insurance or coverage provided immediately prior to the Date of Termination on a non-taxable basis for two (2) years, with the cost of such continued insurance or coverage being borne by the Company; and

(v) all June Options will remain exercisable until the original expiration date of the June Options.

Payment of the Pro Rata Annual Bonus, the severance amount described in Section 9(d)(iii) and the treatment of the options described in clause (v) of this Section 9(d) are expressly conditioned upon the Executive's execution of the Release and such Release becoming effective and irrevocable in its entirety on or prior to the last day of the Release Period.

Notwithstanding the above, the payments and benefits described in this Section 9(d) shall be subject to Section 19(c).

(e) **Restricted Share Units and Performance Shares**. The vesting of the Restricted Share Units upon any termination of Executive's employment shall be governed by the terms set forth in the Restricted Share Unit Grant Agreement and the vesting of the Performance Shares upon any termination of Executive's employment shall be governed by the terms set forth in the Performance Share Grant Agreement.

(f) **No Mitigation**. The Executive shall not be required to mitigate the amount of any payment provided for in this Section 9 or in Section 10 by seeking other employment or otherwise, nor shall the amount of any payment or benefit provided for in this Section 9 or in Section 10 be reduced by any compensation earned by him as the result of employment by another employer or by retirement benefits after the Date of Termination or otherwise, except as specifically provided in this Section 9.

(g) **Time and Form of Payment of Severance Amounts**. Subject to Section 19(c), (i) the Pro Rata Annual Bonus shall be paid to the Executive on the first (1st) business day following the Release Date; provided, however, that if the Release Period begins in one taxable year and ends in the subsequent taxable year, the Pro Rata Annual Bonus shall be paid on the later of the Release Date or the first business day of such subsequent taxable year; (ii) the Accrued Obligations will be paid to the Executive in a lump sum not later than the tenth (10th) business day following the Date of Termination and (iii) the amounts payable pursuant to Section 9(d)(iii) will be paid in equal installments over the twelve (12) month period commencing on the Release Date in accordance with the Company's payroll practices as in effect from time to time; provided, however, that if the Release Period begins in one taxable year and ends in the subsequent taxable year such payment shall commence on the later of the Release Date or the first business day of such subsequent taxable year, provided further, however, that payment of such severance amounts shall immediately cease, and the Executive shall have no further rights with respect to such amounts, if the Executive has violated any of the provisions set forth in Sections 12, 13 or 14.

10. Change of Control

(a) For purposes of this Agreement, a "***Change of Control***" shall be deemed to occur upon the occurrence of any of the following events:

(i) any "***person***" or "***group***" (as such terms are used in Section 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended (the "***Exchange Act***") and the rules and regulations promulgated thereunder) is or becomes the "***beneficial owner***" (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), directly or indirectly, of more than 25% of the total outstanding voting stock of the Company; provided, that no Change of Control shall be deemed to have occurred under this clause (i) if the person or group acquiring 25% or more of the total outstanding stock of the Company (A) beneficially owns fewer shares than Vivendi, S.A., a Societe Anonyme organized under the laws of France ("***Vivendi***") and its affiliates in the aggregate, and (B) does not have, by virtue of such beneficial ownership or by contract the right to elect a majority of the Board;

(ii) the individuals who constitute the Board as of the Effective Date (the "***Incumbent Board***") cease to constitute a majority of the Board, for any reason(s) other than (A) the voluntary resignation of one or more Board members or (B) the removal of one or more directors by the Company's shareholders for good cause; provided, however (1) that if the nomination or election of any new director of the Company was approved by a majority of the Incumbent Board, such new director shall be deemed a member of the Incumbent Board and (2) that no individual shall be considered a member of the Incumbent Board if such individual initially assumed office as a result of either an actual or threatened "***Election Contest***" (as described in Rule 14a-11 promulgated under the Exchange Act) or as a result of a solicitation of proxies or consents by or on behalf of any "***person***" or "***group***" identified in clause (a)(i) above; or

(iii) the Company consolidates with, or merges with or into another person or entity or conveys, transfers, leases or otherwise disposes of all or substantially all of its assets to any person or entity, or any person or entity consolidates with or merges with or into the Company; provided, however that any such transaction shall not constitute a Change of Control if the shareholders of the Company immediately before such transaction own, directly or indirectly, immediately following such transaction in excess of sixty-five percent (65%) of the combined voting power of the outstanding voting securities of the corporation or other person or entity resulting from such transaction in substantially the same proportion as their ownership of the voting securities of the Company immediately before such transaction.

(iv) For purposes of this subsection, the term "***Affiliate***" means, with respect to any individual or a corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or political subdivision thereof) or other entity of any kind (each a "***Person***"), any other Person that directly or indirectly controls or is controlled by or under common control with such Person. For the purposes of this definition, "***Control***," when used with respect to any Person, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise; and the terms of "***Affiliated***," "***Controlling***" and "***Controlled***" have meanings correlative to the foregoing;

provided, however, that no Change of Control shall be deemed to have occurred upon the acquisition of additional control of the Company by Vivendi or by any one person or more than one person acting as a group that beneficially owns, directly or indirectly, more than 50% of the total outstanding voting stock of the Company.

(b) In the event that the Executive is an employee of the Company at the moment immediately prior to a Change of Control, (1) all June Options will remain exercisable until the original expiration date of the June Options, without regard to Executive's continued employment with the Company pursuant to this Agreement and without regard to the terms related to continued employment of any option agreement or option certificate applicable to any such options and (2) the Restricted Share Units shall vest in accordance with the terms of the Restricted Share Unit Grant Agreement and the Performance Shares shall vest in accordance with the terms of the Performance Share Grant Agreement.

(c) With respect to each Outstanding Option (as defined below) as of the date of the Change of Control, in the event that the Closing Share Value (as defined below) is greater than the exercise price of any such Outstanding Option, then the Executive shall have the right, separately with respect to each of the Outstanding Options, to either (A) retain the Outstanding Options, (B) exercise the Outstanding Options, or (C) forfeit the Outstanding Options and receive, in exchange therefore, a cash payment equal to the number of shares of Company Common Stock underlying the Outstanding Options multiplied by the amount that the Closing Share Value exceeds the exercise price of the Outstanding Options. For purposes of this Section 10(c):

(i) "***Closing Share Value***" shall mean the Closing Price of the shares of the Company Common Stock on the date of the Change of Control;

(ii) the "***Closing Price***" of a share of Company Common Stock on any date shall mean the last sale price, regular way, or, in case no such sale takes place on such date, the average of the closing bid and asked prices, regular way, in either case as reported in the principal consolidated transaction reporting system with respect to securities listed on the principal national securities exchange on which the such shares are listed or admitted to trading or, if such shares are not listed or admitted to trading on any national securities exchange, the last quoted price, or if not so quoted, the average of the highest bid and lowest ask prices in the over-the-counter market, as reported by the National Association of Securities Dealers, Inc. Automated Quotation System or, if such system is no longer used, the principal other automated quotation system that may then be in use or, if such shares are not quoted by any such organization, the average of the closing bid and asked prices as furnished by a professional market maker making market in the shares as such person is selected from time to time by the Board or, if there are no professional market makers making a market in the shares, then the value as determined in good faith judgment of the Board; and

(iii) the term "***Outstanding Options***" with reference to a particular date shall mean all vested options to purchase Company Common Stock held by the Executive as at such date

(d) **Change of Control Success Bonus**. If, during the Employment Period, there is a Change of Control, the Executive shall receive a cash bonus in an amount equal to at least the greater of (1) $15,000,000 and (2) fifty percent (50%) of the amount of the comparable bonus received by Robert A. Kotick, which amount may be increased (but not decreased) in the good faith discretion of the Compensation Committee to no more than $22,500,000 (the "***Change of Control Success Bonus***"); provided, however, that if the Executive's employment is terminated by the Company without Cause, and a Change of Control is consummated within six (6) months after such Date of Termination, the Executive shall receive the Change of Control Success Bonus. The Change of Control Success Bonus shall be paid by the Company to the Executive in a lump sum as soon as practicable, but not more than ten (10) days following the Change of Control; provided, however, that in the event that the Executive's employment is terminated by the Company without Cause prior to the consummation of a Change of Control, the Change of Control Success Bonus shall be paid on the date occurring six (6) months after such Date of Termination.

11. Gross-Up Payment

(a) If, during the Employment Period, there is a change in ownership or control of the Company that causes any payment, benefit or distribution by the Company to or for the benefit of the Executive (whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise, but determined without regard to any additional payments required under this Section 11) (a "***Payment***") to be subject to the excise tax (the "***Excise Tax***") imposed by Section 4999 of the Code, then the Executive shall be entitled to receive an additional payment (a "***Gross-Up Payment***") in an amount such that after payment by the Executive of all taxes, including any income taxes and Excise Tax imposed upon the Gross-Up Payment, the Executive will retain an amount of the Gross-Up Payment equal to the Excise Tax imposed upon the Payments.

(b) **Determination of the Gross-Up Payment**. Subject to the provisions of this Section 11, all determinations required to be made under this Section 11, including whether and when a Gross-Up Payment is required and the amount of such Gross-Up Payment and the assumptions to be utilized in arriving at such determination, shall be made by a certified public accounting firm designated by the Executive and reasonably acceptable to the Company (the "***Accounting Firm***"), which shall provide detailed supporting calculations both to the Company and the Executive within fifteen (15) business days of the receipt of notice from the Executive that there has been a Payment with respect to which the Executive in good faith believes a Gross-Up Payment may be due under this Section 11, or such earlier time as is requested by the Company. All fees and expenses of the Accounting Firm shall be borne solely by the Company. Any Gross-Up Payment, as determined pursuant to this Section 11, shall be paid by the Company to the Executive within five (5) days of the later of (A) the due date for the payment of any Excise Tax and (B) the receipt of the Accounting Firm's determination. Any determination by the Accounting Firm shall be binding upon the Company and the Executive. As a result of the uncertainty in the application of Section 4999 of the Code at the time of the initial determination by the Accounting Firm hereunder, it is possible that Gross-Up Payments which will not have been made by the Company should have been made (the "***Underpayment***"), consistent with the calculations required to be made hereunder. In the event that the Company exhausts its remedies pursuant to this Section 11 and the Executive thereafter is required to make a payment of any Excise Tax, the Accounting Firm shall determine the amount of the Underpayment that has occurred and any such Underpayment shall be promptly paid by the Company to the Executive or for the Executive's benefit. The previous sentence shall apply *mutatis mutandis* to any overpayment of a Gross-Up Payment.

(c) **Procedures**. The Executive shall notify the Company in writing of any claim by the Internal Revenue Service that, if successful, would require the payment by the Company of the Gross-Up Payment. Such notification shall be given as soon as practicable but no later than ten (10) business days after the Executive is informed in writing of such claim and shall apprise the Company of the nature of such claim and the date on which such claim is requested to be paid. The Executive shall not pay such claim prior to the expiration of the thirty (30) day period following the date on which it gives such notice to the Company (or such shorter period ending on the date that any payment of taxes with respect to such claim is due). If the Company notifies the Executive in writing prior to the expiration of such period that it desires to contest such claim, the Executive shall:

(i) give the Company any information reasonably requested by the Company relating to such claim;

(ii) take such action in connection with contesting such claim as the Company shall reasonably request in writing from time to time, including, without limitation, accepting legal representation with respect to such claim by an attorney reasonably selected by the Company;

(iii) cooperate with the Company in good faith in order effectively to contest such claim; and

(iv) permit the Company to participate in any proceedings relating to such claim;

provided, however, that the Company shall bear and pay directly all costs and expenses incurred in connection with such contest (including payment as incurred of the fees and expenses of counsel selected by the Executive to represent him personally in connection with such contest) and shall indemnify and hold the Executive harmless, on an after-tax basis, for any Excise Tax or income tax imposed as a result of such representation and payment of costs and expenses. Without limiting the foregoing provisions of this Section 11, the Company shall control all proceedings taken in connection with such contest and, at its sole option, may pursue or forgo any and all administrative appeals, proceedings, hearings and conferences with the taxing authority in respect of such claim and may, at its sole option, either direct the Executive to pay the tax claimed and sue for a refund or contest the claim in any permissible manner, and the Executive agrees to prosecute such contest to a determination before any administrative tribunal, in a court of initial jurisdiction and in one or more appellate courts, as the Company shall determine; provided, however, that if the Company directs the Executive to pay such claim and sue for a refund, to the extent permitted by law, the Company shall advance the amount of such payment to the Executive on an interest-free basis (which shall offset, to the extent thereof, the amount of Gross-Up Payment required to be paid) and shall indemnify and hold the Executive harmless, on an after-tax basis, from any Excise Tax or income tax imposed with respect to such advance or with respect to any imputed income with respect to such advance; and provided further that any extension of the statute of limitations relating to payment of taxes for the

Executive's taxable year with respect to which such contested amount is claimed to be due is limited solely to such contested amount. Furthermore, the Company's control of the contest shall be limited to issues with respect to which a Gross-Up Payment would be payable hereunder and the Executive shall be entitled to settle or contest, as the case may be, any other issue raised by the Internal Revenue Service or any other taxing authority.

(d) **Refund**. If, after the receipt by the Executive of an amount advanced by the Company pursuant to Section 11(c), the Executive becomes entitled to receive any refund with respect to such claim, the Executive shall promptly pay to the Company the amount of such refund (together with any interest paid or credited thereon after taxes applicable thereto). If, after the Executive receives an amount advanced by the Company pursuant to Section 11(c), a determination is made that the Executive shall not be entitled to any refund with respect to such claim and the Company does not notify the Executive in writing of its intent to contest such denial of refund prior to the expiration of thirty (30) days after such determination, then such advance shall be forgiven and shall not be required to be repaid and the amount of such advance shall offset, to the extent thereof, the amount of Gross-Up Payment required to be paid.

(e) **Timing of Payment**. Notwithstanding anything in this Section 11, any Gross-Up Payment or reimbursement by the Company of expenses incurred by the Executive in connection with a litigation proceeding relating to the Excise Tax, as provided for in this Section 11, shall be paid no later than the last day of the calendar year following the calendar year in which the Executive remitted the Excise Tax or, if no Excise Tax is paid, the end of the calendar year following the calendar year in which there is a final and nonappealable settlement or other resolution of the litigation.

12. Non-Solicitation

During the Employment Period and for one (1) year thereafter (the "***Restricted Period***"), the Executive covenants and agrees that he shall not directly interfere with or attempt to interfere with the relationship between the Company Group and any person who is, or was during the then most recent six (6)-month period, an officer or employee of the Company Group or solicit, induce, hire or attempt to solicit, induce or hire any of them to leave the employ of any member of the Company Group or violate the terms of their respective contracts, or any employment arrangements, with such entities.

13. Non-Competition

(a) During the Employment Period, the Executive shall not engage (including, without limitation, as an officer, director, shareholder, owner, partner, joint venturer, member or in a managerial capacity, or as an employee, independent contractor, consultant, advisor or sales representative) in any Competitive Business (as hereinafter defined). For purposes of determining whether the Executive is permitted to be a shareholder of a corporation engaged in a Competitive Business, the Executive's ownership of less than 5% of the issued and outstanding securities of a company whose securities are publicly-traded in any U.S. or non-U.S. securities exchanges or quotation system shall be permitted.

(b) As used herein, the term "***Competitive Business***" shall mean any business engaged in publishing, distributing, programming, designing and marketing video games and entertainment software for personal computers.

14. Confidential Information

(a) The Executive has executed or, if not previously executed, agrees to execute and be bound by the terms and conditions of the Company's Employee Proprietary Information Agreement ("***Proprietary Information Agreement***"), attached hereto as Exhibit C.

(b) During the Restricted Period, the Executive shall not use the confidential, trade secret information of the Company Group or any other unlawful means to directly or indirectly solicit, induce or entice any employee, client, customer, contractor, licensor, agent, partner or other business relationship of the Company Group to terminate, discontinue, renegotiate or otherwise cease or modify its relationship with the Company Group.

15. Unenforceability

If any of the rights or restrictions contained or provided for in this Agreement shall be deemed by a court of competent jurisdiction to be unenforceable by reason of the extent, duration or geographical scope, the parties hereto contemplate that the court shall reduce such extent, duration, geographical scope and enforce this Agreement in its reduced form for all purposes in the manner contemplated hereby. Should any of the provisions of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing this Agreement shall not apply a presumption that any provision shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agents prepared the same, it being agreed that both parties and their respective agents have participated in the preparation of this Agreement.

16. Injunctive Relief

The Executive agrees that the restrictions and covenants contained in Sections 12, 13, and 14 and in the Proprietary Information Agreement are necessary for the protection of the Company and any breach thereof will cause the Company irreparable damages for which there is no adequate remedy at law. The Executive further agrees that, in the event of a breach by the Executive of any of Executive's obligations under this Agreement, the Company shall have the absolute right, in addition to any other remedy that might be available to it, to obtain from any court having jurisdiction, such equitable relief as might be appropriate, including temporary, interlocutory, preliminary and permanent decrees or injunctions enjoining any further breach of such provisions.

17. Indemnification and Attorneys' Fees

During the Employment Period and thereafter, the Company shall indemnify, hold harmless and defend the Executive to the fullest extent permitted by Delaware law and the Company's articles of incorporation and by-laws in effect from time to time from all damages, claims, losses, and costs and expenses (including reasonable attorney's fees) arising out of, in connection with, or relating to all acts or omissions taken or not taken by the Executive in good faith while performing services for the Company, and shall further promptly reimburse the Executive for all expenses (including attorney's fees) incurred in (i) enforcing this Agreement and (ii) to a maximum of $25,000, in negotiating and drafting this Agreement. The Company shall use its best efforts to continue to maintain an insurance policy covering the officers and directors of the Company against claims and/or lawsuits, at least as favorable as such policy that is currently in effect, and shall cause the Executive to be covered under such policy upon the same terms and conditions as other similarly situated officers and directors during the Employment Period and for a period of at least six (6) years thereafter.

18. Waiver

The Executive hereby waives any and all rights and payments under the Amended and Restated Employment Agreement by and between Activision, Inc. and the Executive, dated as of December 1, 2007; provided that this Section 18 shall not be construed as a waiver by the Executive of any previously granted equity compensation or other incentive compensation or previously accrued benefits.

19. Miscellaneous

(a) **Severability**. If any provision of this Agreement is held to be illegal, invalid or unenforceable under existing or future laws effective during the Employment Period, such provisions shall be fully severable, the Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal and enforceable.

(b) **Withholding**. The Company may withhold from any payments made under the Agreement all federal, state, city or other applicable taxes as shall be required pursuant to any law, governmental regulation or ruling.

(c) **Section 409A**.

(i) If any amounts that become due under Sections 9 or 10 of this Agreement constitute "nonqualified deferred compensation" within the meaning of Section 409A of the Code and the regulations promulgated thereunder ("***Section 409A***"), payment of such amounts shall not commence until the Executive incurs a "Separation from Service" (as defined below) if and only if necessary to avoid accelerated taxation or tax penalties in respect of such amounts.

(ii) Notwithstanding anything herein to the contrary, if the Executive is a "Specified Employee," for purposes of Section 409A, on the date on which he incurs a Separation from Service, any payment hereunder that provides for the "deferral of compensation" within the meaning of Section 409A shall be paid on the first (1st) business day after the date that is six

(6) months following the Executive's "Separation from Service" (the "***409A Delayed Payment Date***"); provided, however, that such delay shall apply if and only if necessary to avoid accelerated taxation or tax penalties in respect of such amounts; provided, further, that a payment delayed pursuant to the preceding clause shall commence earlier than the 409A Delayed Payment Date in the event of the Executive's Death prior to the end of the six (6) month period. On the 409A Delayed Payment Date, the Executive shall be paid a lump sum payment in cash equal to any payments delayed because of the preceding sentence (the "***Catch-Up Amount***"), plus interest on the Catch-Up Amount equal to the short term federal rate applicable under Section 7872(f)(2)(A) of the Code for the month in which occurs the Executive's Separation from Service. Such interest shall be paid at the same time that the Catch-up Amount is paid. Thereafter, the Executive shall receive any remaining benefits as if there had not been an earlier delay.

(iii) For purposes of this Agreement, "***Separation from Service***" shall have the meaning set forth in Section 409A(a)(2)(A)(i) of the Code and determined in accordance with the default rules under Section 409A. "***Specified Employee***" shall have the meaning set forth in Section 409A(a)(2)(B)(i) of the Code, as determined in accordance with the uniform methodology and procedures adopted by the Company and then in effect.

(iv) Anything in this Agreement to the contrary notwithstanding, no reimbursement payable to the Executive pursuant to any provisions of this Agreement or pursuant to any plan or arrangement of the Company Group covered by this Agreement shall be paid later than the last day of the calendar year following the calendar year in which the related expense was incurred, except to the extent that the right to reimbursement does not provide for a "deferral of compensation" within the meaning of Section 409A. No amount reimbursed during any calendar year shall affect the amounts eligible for reimbursement in any other calendar year.

(d) **Notices**. For purposes of this Agreement, notices and all other communications provided for herein shall be in writing and shall be deemed to have been duly given when (i) delivered personally; (ii) sent by facsimile or other similar electronic device and confirmed; (iii) delivered by courier or overnight express; or (iv) three (3) business days after being sent by registered or certified mail, postage prepaid, addressed as follows:

If to the Company: Activision Blizzard, Inc.
3100 Ocean Park Boulevard
Santa Monica, CA 90405
Attention: General Counsel

with a copy to:

If to the Executive: Brian G. Kelly
c/o Activision Blizzard, Inc.
100 Ocean Park Boulevard
Santa Monica, CA 90405

with a copy to:

or to such other address as a party may furnish to the other party in writing in accordance herewith, except that notices of change of address shall be effective only upon receipt.

(e) **No Waiver**. No waiver by either party hereto of any breach of any provision of this Agreement shall be deemed a waiver of any preceding or succeeding breach of such provision or any other provision herein contained.

(f) **Governing Law**. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to the conflict of law principles thereof.

(g) **Entire Agreement**. This Agreement, the Restricted Share Unit Grant Agreement, the Performance Share Grant Agreement and the Proprietary Information Agreement set forth the entire agreement of the parties hereto with respect to the subject matter hereof, and are intended to supersede all prior or contemporaneous employment negotiations, understandings and agreements (whether written or oral). No provision of this Agreement may be waived or changed, except by a writing signed by the party to be charged with such waiver or change.

(h) **Successors; Binding Agreement**. Neither of the parties hereto shall have the right to assign this Agreement or any rights or obligations hereunder without the prior written consent of the other party; provided, however, that this Agreement shall inure to the benefit or and be binding upon the successors and assigns of the Company upon any sale of all or substantially all of the Company's assets, or upon any merger or consolidation of the Company with or into any other corporation, all as though such successors and assigns of the Company and their respective successors and assigns were the Company. Insofar as the Executive is concerned, this Agreement, being personal, cannot be assigned; provided, however, that this Agreement shall be binding upon and inure to the benefit of the Executive and his executors, administrators and legal representatives.

(i) **Expiration**. This Agreement does not constitute a commitment of the Company with regard to the Executive's employment, express or implied, other than to the extent expressly provided for herein. Upon the Expiration Date, or, if earlier, the termination of the Executive's employment under this Agreement pursuant to Section 7, neither the Company nor the Executive shall have any obligation to the other with respect to the Executive's continued employment.

(j) **Counterparts**. This Agreement may be executed in counterparts, each of which shall be an original, but together shall constitute one and the same instrument.

(k) **Headings**. The headings and captions set forth in this Agreement are for ease of reference only and shall not be deemed to constitute a part of the agreement formed hereby or be relevant to the interpretation of any provisions of this Agreement.

(l) **Saturdays, Sundays and Holidays**. Whenever any determination is to be made or action to be taken on a date specified in this Agreement, if such date shall fall upon a Saturday, Sunday or a legal holiday in the State of New York, the date for such determination or action shall be extended to the first (1st) business day immediately thereafter.

(m) **Survivability**. The provisions of Sections 9, 10, 11, 12, 13, 14, 15, 16, 17, 18 and 19(c) shall survive the termination or expiration of this Agreement. The provisions of the Restricted Share Grant Agreement and the Performance Share Grant Agreement shall survive the termination or expiration of this Agreement and shall continue to remain in effect in accordance with their terms.

(n) **Legal Counsel; Right to Negotiate**. The Executive acknowledges that he has been given the opportunity to consult with legal counsel or any other advisor of his own choosing regarding this Agreement. The Executive understands and agrees that any attorney retained by the Company or any member of management who has discussed any term or condition of this Agreement with him is only acting on behalf of the Company and not on the Executive's behalf. The Executive hereby acknowledges that he has been given the opportunity to participate in the negotiation of the terms of this Agreement. The Executive acknowledges and confirms that he has read this Agreement and fully understands its terms and contents.

[SIGNATURE PAGES BEGIN ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

ACTIVISION BLIZZARD, INC.

By: /s/ Chris. B. Walther

Name: Chris B. Walther

Title: CLO

/s/ Brian G. Kelly

Brian G. Kelly

Exhibit 31.1

CERTIFICATION

I, Robert A. Kotick, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Activision Blizzard, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, at the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 2, 2012

/s/ ROBERT A. KOTICK
Robert A. Kotick
Chief Executive Officer of
Activision Blizzard, Inc.

Exhibit 31.2

CERTIFICATION

I, Dennis Durkin, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Activision Blizzard, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, at the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 2, 2012

/s/ DENNIS DURKIN
Dennis Durkin
Chief Financial Officer and
Principal Financial Officer of
Activision Blizzard, Inc.

Exhibit 32.1

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the quarterly report of Activision Blizzard, Inc. (the "Company") on Form 10-Q for the period ended June 30, 2012 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Robert A. Kotick, President and Chief Executive Officer of the Company, certify, to my knowledge, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: August 2, 2012

/s/ ROBERT A. KOTICK
Robert A. Kotick
Chief Executive Officer of
Activision Blizzard, Inc.

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

Exhibit 32.2

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the quarterly report of Activision Blizzard, Inc. (the "Company") on Form 10-Q for the period ended June 30, 2012 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Dennis Durkin, Chief Financial Officer and Principal Financial Officer of the Company, certify, to my knowledge, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: August 2, 2012

/s/ DENNIS DURKIN
Dennis Durkin
Chief Financial Officer and
Principal Financial Officer of Activision Blizzard, Inc.

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.