



LIMITED EDITION

MULTIMATE SPIDER-MAN™

TEEN
T
CONTENT RATED BY
ESRB

MARVEL™

ACTIVISION®

WARNING: READ BEFORE USING YOUR PLAYSTATION®2 COMPUTER ENTERTAINMENT SYSTEM.

A very small percentage of individuals may experience epileptic seizures when exposed to certain light patterns or flashing lights. Exposure to certain patterns or backgrounds on a television screen or while playing video games, including games played on the PlayStation 2 console, may induce an epileptic seizure in these individuals. Certain conditions may induce previously undetected epileptic symptoms even in persons who have no history of prior seizures or epilepsy. If you, or anyone in your family, has an epileptic condition, consult your physician prior to playing. If you experience any of the following symptoms while playing a video game – dizziness, altered vision, eye or muscle twitches, loss of awareness, disorientation, any involuntary movement, or convulsions – IMMEDIATELY discontinue use and consult your physician before resuming play.

WARNING TO OWNERS OF PROJECTION TELEVISIONS:

Do not connect your PlayStation 2 console to a projection TV without first consulting the user manual for your projection TV, unless it is of the LCD type. Otherwise, it may permanently damage your TV screen.

USE OF UNAUTHORIZED PRODUCT:

The use of software or peripherals not authorized by Sony Computer Entertainment America may damage your console and/or invalidate your warranty. Only official or licensed peripherals should be used in the controller ports or memory card slots.

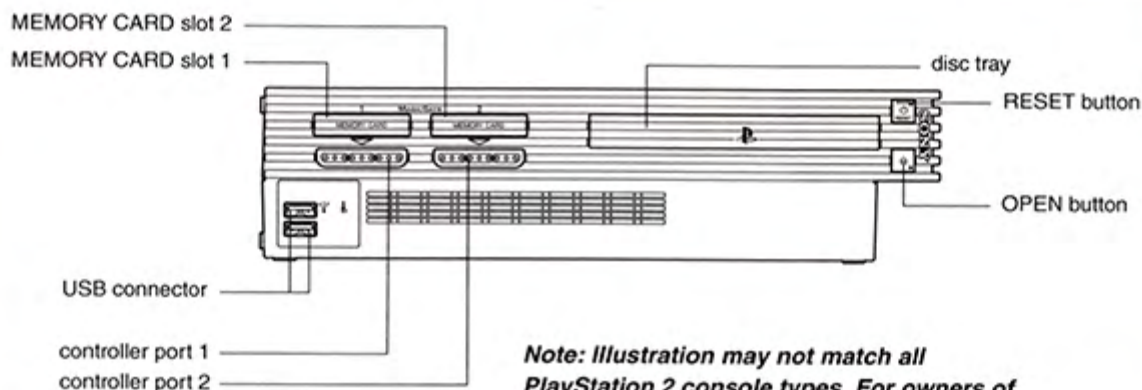
HANDLING YOUR PLAYSTATION 2 FORMAT DISC:

- This disc is intended for use only with PlayStation 2 consoles with the NTSC U/C designation.
- Do not bend it, crush it or submerge it in liquids.
- Do not leave it in direct sunlight or near a radiator or other source of heat.
- Be sure to take an occasional rest break during extended play.
- Keep this compact disc clean. Always hold the disc by the edges and keep it in its protective case when not in use. Clean the disc with a lint-free, soft, dry cloth, wiping in straight lines from center to outer edge. Never use solvents or abrasive cleaners.

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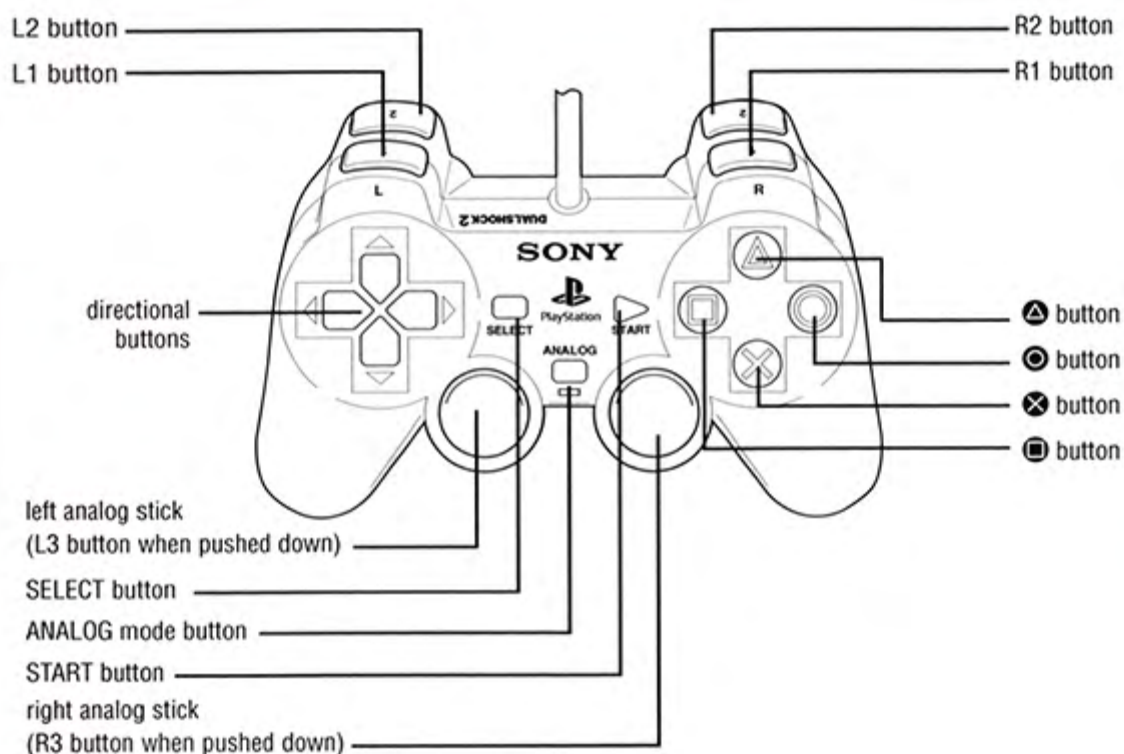
GETTING STARTED



Note: Illustration may not match all PlayStation 2 console types. For owners of SCPH-70000 series PlayStation 2 systems, refer to the setup instructions supplied with your system.

Set up your PlayStation®2 computer entertainment system according to the instructions in its Instruction Manual. Make sure the MAIN POWER switch (located on the back of the console) is turned **ON**. Press the **RESET** button. When the power indicator lights up, press the **OPEN** button and the disc tray opens. Place the *Ultimate Spider-Man* disc on the disc tray with the label side facing up. Press the **OPEN** button again and the disc tray will close. Attach game controllers and other peripherals, as appropriate. Follow on-screen instructions and refer to this manual for information on playing the game.

STARTING UP



To select menu options, use the **↑** and **↓** directional buttons to navigate. Highlight the desired option and press the **×** button to accept.

To select a menu option, follow the on-screen button prompts and press the **×** button to accept and the **△** button to go back. *Ultimate Spider-Man* supports the DUALSHOCK®2 analog controller.

Note: Ultimate Spider-Man™ only supports Controller Port 1.

THE **STORY** SO FAR

The Venom suit was designed by Doctors Richard Parker and Edward Brock in an attempt to develop a cure for cancer.

Recently, their sons Peter Parker and Eddie Brock Jr. discovered the final remaining sample of the Venom suit—
and unleashed the nightmare of Venom.

When Eddie and the Venom suit vanished in a flash of electricity, Peter learned one fundamental rule of the super hero business: "If there's no corpse—the guy's alive."

Now, three months later, Peter Parker continues his double life as both high school student and Spider-Man. Unbeknownst to Peter, Venom is terrorizing the streets of New York once again.

IT'S A BIG WORLD OUT THERE

In *Ultimate Spider-Man*, you can experience a free-roaming city environment that covers Manhattan and neighboring Queens.

As the game unfolds, you'll automatically switch back and forth between the heroic Spider-Man and his arch nemesis Venom.

As the game progresses, Spider-Man will have certain City Goals to accomplish in order to continue the story. Check the **City Goals** section of the **Pause Menu** to see Spider-Man's current objectives.

Once all City Goals have been accomplished, a beacon of light will appear represented as a green dot on the mini-map, showing where the next story mission begins.

In addition to the main story, there will be multiple City Events taking place. **City Events** range from stopping muggings to saving lives and are represented by red dots on the mini-map. Time is of the essence, so when you see a City Event in progress, get in there and be a hero.

There are a lot of additional activities such as finding secret tokens, landmarks and comic book covers and competing in trick races. These diversions are fun and if successful, you'll be rewarded with secret content.

Now get out there and save the city!

CREATE A PROFILE

Start by creating a user profile to save your game progress. Enter a name using the directional buttons to select letters and move the selector. Press the **X** button when you've entered your desired profile name.

Press the **PS** button to access the pause menu in addition to taking a break in the game. The pause menu allows you to access many other

features of *Ultimate Spider-Man*. Use the directional buttons and the **X** button to highlight and select options.

CITY GOALS

TOKENS COLLECTED	41 / 42
RACE POINTS EARNED	42 / 42
COMBAT TOURS COMPLETED	41 / 42
CITY EVENTS COMPLETED	42 / 42

THERE ARE 64 MORE TOKENS LEFT IN THE CITY

MOVE BACK RESUME

CITY GOALS

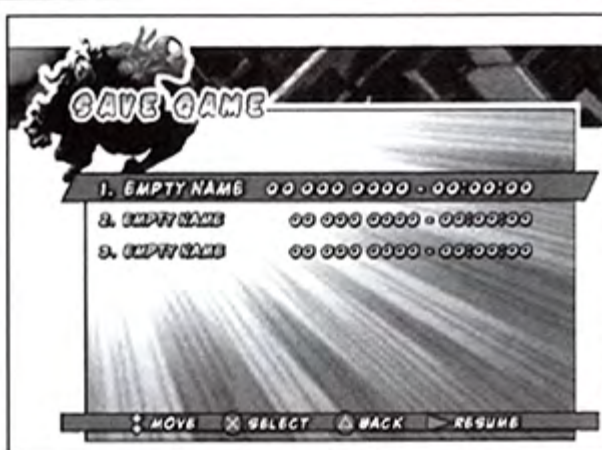
Check here to see your current objectives.

SAVE GAME

Save your game.

LOAD GAME

Load previously
saved games.





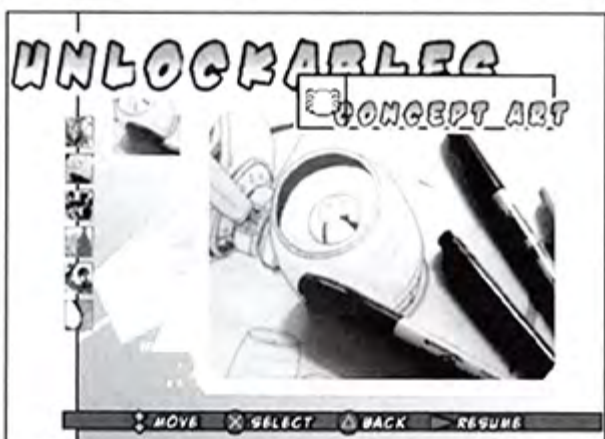
OPTIONS

Change many of the game's settings.



MESSAGE LOG

Review past in-game communications.



UNLOCKABLES

Access special features you earn from excellent play.

SWITCH HERO

Use this option to switch between Spider-Man and Venom.

Note: Only available after completing the entire game story. Before that, you'll be automatically switched between the two characters.

PLAY BOTH SIDES

Ultimate Spider-Man gives you the opportunity to play as both Spider-Man and Venom. As you move through the city, be on the lookout for beacons of light that mark the starting point for a story mission. After completing a mission, you'll be returned to the city as Spider-Man so you can explore at will.







Between story missions, you'll need to complete certain objectives in order to advance. Check the **City Goals** section in the **Pause Menu** to see your current list of objectives.

Note: The tasks required to advance your City Goals accumulate as the game progresses. For example, if you find all tokens at the beginning of the game, you have completed that goal for the entire story.

As a reward for completing the game story, you'll unlock the ability to roam freely in the city as Venom or Spider-Man.

Select **Switch Hero** from the **Pause Menu** to switch between Spider-Man and Venom.

SPIDER-MAN CONTROLS

	Jump [press once]/Press a second time while in mid-air to double jump. The longer you hold the button down, the higher you jump.
	Wall Crawl/Grab/Combat Throw
	Punch/Speed Boost [while swinging]
	Kick/Climb Web [while swinging]
L1	Not used
R1	Not used
L2	Web Attacks
R2	Press and hold to Web Swing/Release button to release the web
L2 + R2	Web Zip + Strength Test Meter
 START	Pause Menu
 SELECT	City Map

SPIDER-MAN COMBAT DETAILS

In *Ultimate Spider-Man*, Spider-Man has a very acrobatic fighting style. Spider-Man can attack, jump to a wall, attack another opponent, jump behind the enemy to a different opponent, etc.

Use the **left analog stick** to choose an enemy to attack. For example, if an enemy is on Spider-Man's left, push the **stick** to the left + Punch, Kick or Grab.

Being an acrobatic fighter, Spider-Man can attack an enemy then immediately spring to attack another one nearby. If there's an enemy on Spider-Man's left and right, try pushing the **stick** to the left + Punch or Kick then immediately push the **stick** to the right + Punch, Kick or Grab.

Switching between multiple targets results in more damage than repeatedly attacking a single target.

Switching between punches and kicks also increases the damage Spider-Man can deal. The best way to put down a gang of thugs is to constantly switch up targets and attacks.

Spider-Man can jump and do a pouncing attack with either Punch or Kick.

Spider-Man can also bounce off walls and cars! When an enemy is close to a wall, press the stick toward the wall + Punch or Kick.





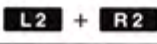




After an enemy has taken a beating, they remain unconscious for a short time with a web icon blinking above their head. Push the analog stick toward the downed enemy and hold the Web Attack button to subdue them and remove them from the action. If you do not web subdue downed enemies, they will regain consciousness after a short time and attack Spider-Man again.

Push the analog stick toward an opponent and hold down Web Attack to wrap the enemy in webbing. Press Punch or Kick while holding down Web Attack to perform special web attacks.

Note: Combat moves are only activated during combat situations (you cannot perform combat moves on civilians).



VENOM CONTROLS

	Jump. The longer you hold the button down, the higher you jump.
	Wall Crawl/Grab/Combat Throw/Throw Object
	Claw Attack
	Tentacle Attack
	Tentacle Zip + Strength Test Meter
	Feed
	Locomotion Jump. The longer you hold the button down, the higher you jump.
 START	Pause Menu
 SELECT	City Map

FEEDING



The Venom suit is a double-edged sword. It makes Eddie Brock stronger than Spider-Man, but it's also eating him alive. To keep the Venom suit from consuming Eddie, you must find it new sources of energy to feed upon.

When Venom is low on health, he can attempt to "feed" on other people. Simply approach any bystander and push the **L2** button. However, super-powered humans will fight back and free themselves almost immediately, possibly even harming Venom in the process.

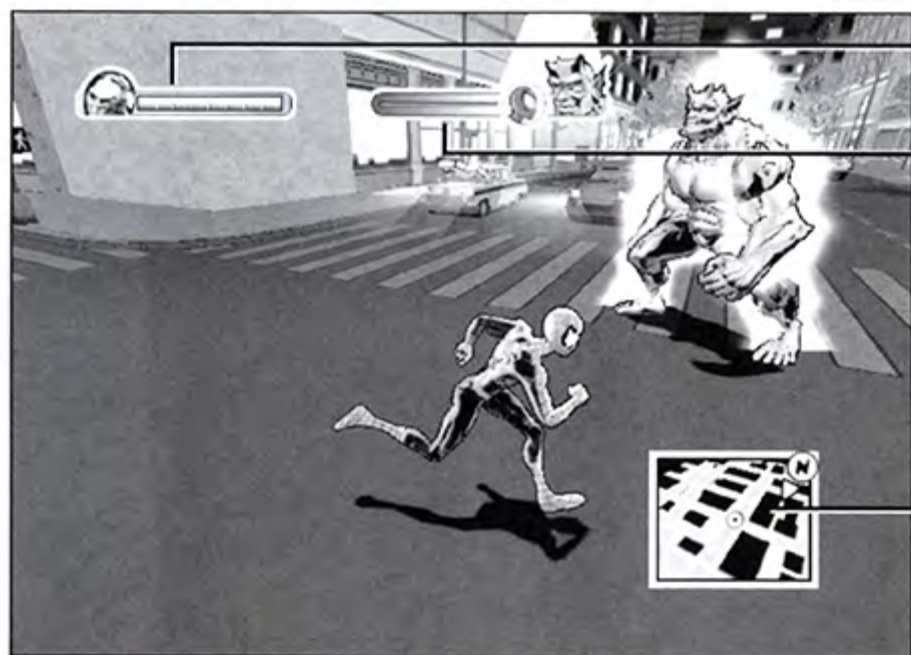


VENOM COMBAT DETAILS

Venom has two attack styles, depending on the range of his enemy. If the bad guy is close, claws are a great way to deal lots of damage. While tentacles cause less pain than claws, they reach farther and can hit multiple targets at once.

When Venom wants to cause a bit more damage than usual, he can pick up and throw objects, such as vehicles. To throw an object, maneuver Venom next to the object and press the  button. When fighting super villains, Venom automatically targets the enemy and throws the object without any other user interaction. Rapidly press the  button twice to perform a quick throw. To control Venom's throw, use the **right analog stick** to aim while he's lifting the object. Use caution when throwing vehicles. They have a tendency to explode after being thrown and the explosions can hurt Venom.

GENERAL INFORMATION



Spider-Man's Health Meter

Chase Meter

City Map

METERS

Race Meter - This meter shows up during races. It shows who's leading the race and how far ahead they are.



Chase Meter - This meter shows how far away Spider-Man is to the chase target. Don't fall too far behind or you will fail the mission.



TAM - Short for Threat Assessment Meter, this meter displays how much time Spider-Man has to stop the given threat.



Strength Test Meter - The Strength Test Meter shows up when Spider-Man needs to use his strength to stop certain threats. You must alternately press the **L2** and **R2** buttons to find the correct speed to keep the indicator within the green area of the meter.








CITY MAP

If you're outdoors, press the  button to show the city map.

(The game remains paused as long as you look at the map.)

Then use the following controls:

Directional Buttons	Scroll the map
	Zoom in
	Zoom out
	Bring up the legend
 or 	Exit map and resume game

GAME TOKENS



Health Token



Comic Covers



Trick Race Launch Points



Landmark Tokens





Combat Tour



Venom Race

GAMEPLAY TIPS

- While swinging, hold down the  button to "reel in" your web line.
- Press the  button to give yourself a boost while swinging. Better timing means better boost.
- Jumping or double-jumping at the end of your swing gives you a bit more distance and height to continue swinging.
- The longer you hold the jump button down, the higher you jump.
- A yellow glow around Spider-Man's head indicates that danger is imminent. Jump or double jump out of the way to avoid damage.

LIMITED EDITION VIDEOS

Limited edition videos are accessed through the **Unlockables** section of the **Pause Menu**. Choose **Limited Edition** to access the following features:

- Exclusive Stan Lee Interview
- G4 Special: *Making of Ultimate Spider-Man*
- Character Bios
 - Spider-Man
 - Venom
 - Carnage
 - Beetle
- Developer Tips and Tricks

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Loren Lester
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Beetle

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NOTE: Internet support is handled in English only.

NOTE: The multiplayer components of Activision games are handled only through Internet support.

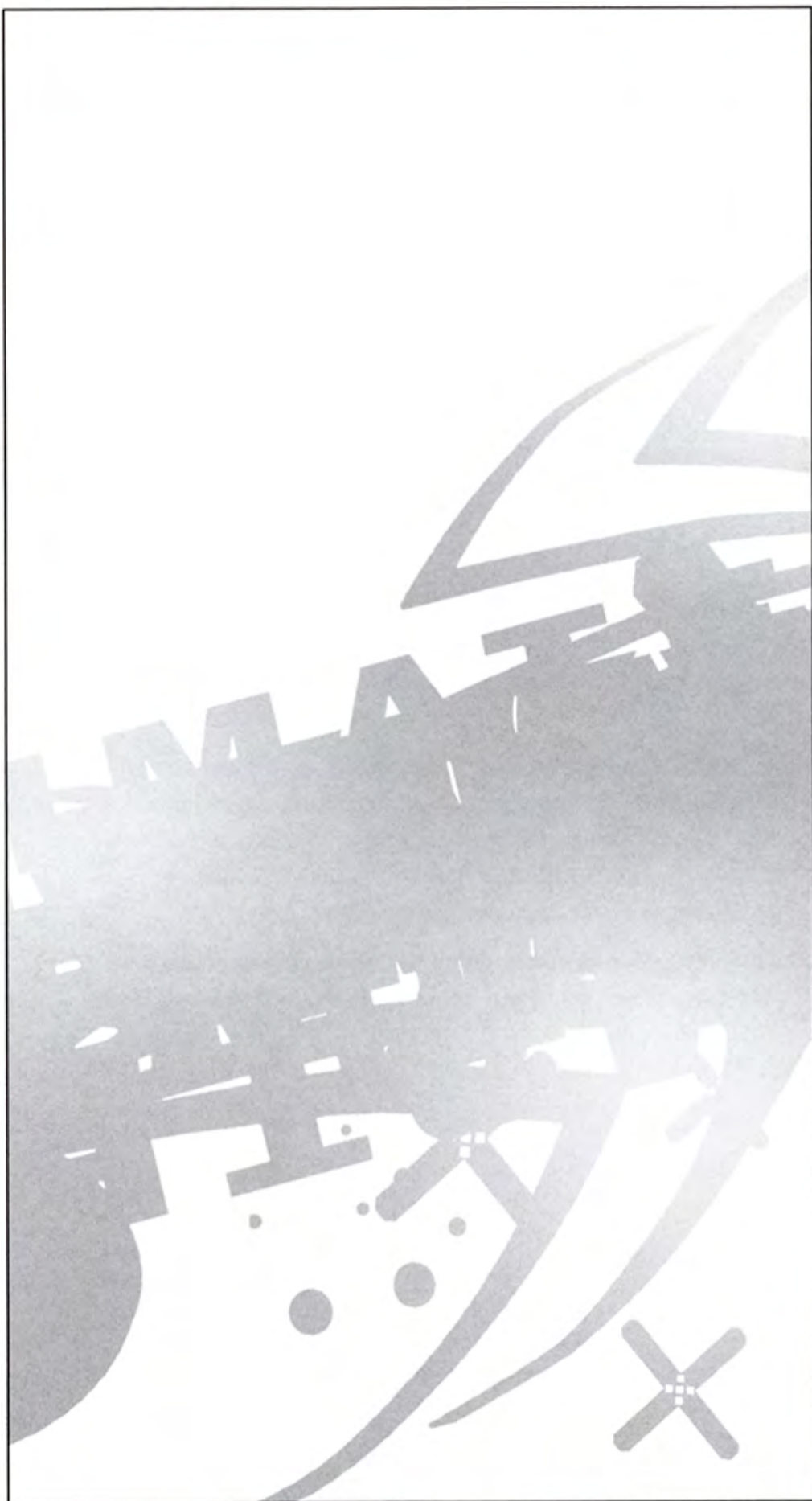
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