



Before playing this game, read the Xbox 360™ Instruction Manual and any peripheral manuals for important safety and health information. Keep all manuals for future reference. For replacement manuals, see www.xbox.com/support or call Xbox Customer Support (see inside of back cover).

Important Health Warning About Playing Video Games

Photosensitive Seizures

A very small percentage of people may experience a seizure when exposed to certain visual images, including flashing lights or patterns that may appear in video games. Even people who have no history of seizures or epilepsy may have an undiagnosed condition that can cause these "photosensitive epileptic seizures" while watching video games.

These seizures may have a variety of symptoms, including lightheadedness, altered vision, eye or face twitching, jerking or shaking of arms or legs, disorientation, confusion, or momentary loss of awareness. Seizures may also cause loss of consciousness or convulsions that can lead to injury from falling down or striking nearby objects.

Immediately stop playing and consult a doctor if you experience any of these symptoms. Parents should watch for or ask their children about the above symptoms—children and teenagers are more likely than adults to experience these seizures. The risk of photosensitive epileptic seizures may be reduced by taking the following precautions:

- · Sit farther from the television screen.
- · Use a smaller television screen.
- · Play in a well-lit room.
- · Do not play when you are drowsy or fatigued.

If you or any of your relatives have a history of seizures or epilepsy, consult a doctor before playing

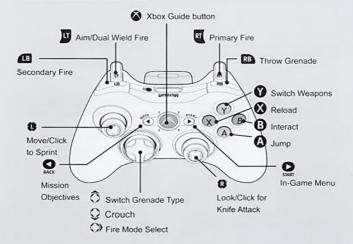
SOLDIER of FORTUNE PAYBACK

DEFAULI CONTROLS			•	•	2
CONNECT TO XBOX LIVE					 2
Connecting					 2
Family Settings					 2
SETTING UP THE GAME					 3
GAMEPLAY					 4
MULTIPLAYER		 ٠		٠	 5
WEAPONS		 ٠		•	 6
CUSTOMER SUPPORT					 8
SOFTWARE LICENSE AGREEMENT	•				 9

1

SOLDIER OF FORTUNE PAYBACK

DEFAULT CONTROLS



CONNECT TO XBOX LIVE

Play anyone and everyone, anytime and anywhere on Xbox LIVE*. Build your profile (your gamer card). Chat with your friends. Download content at Xbox LIVE Marketplace. Send and receive voice and video messages. Get connected and join the revolution.

Connecting

Before you can use Xbox LIVE, connect your Xbox 360 console to a high-speed Internet connection and sign up to become an Xbox LIVE Member. For more information about connecting, and to determine whether Xbox LIVE is available in your region, go to **www.xbox.com/live**.

Family Setting

These easy and flexible tools enable parents and caregivers to decide which games young players can access based on content rating.

For more information, go to www.xbox.com/familysettings.



SETTING UP THE GAME

New Game

Start Page

After pressing START, you can choose to save your game on any attached Storage Device. You will then be brought to the Main Menu.

Main Menu

From the Main Menu screen you can choose to play the single player campaign, play the multiplayer game, go into the Options Menu to adjust the game's settings, view the credits, or go to the Xbox LIVE Marketplace.

Single Player

New Game

Select Start New Game to begin the single player campaign that follows mercenary Thomas Mason as he uncovers a terrorist plot.

Difficulty

There are three difficulty levels in the game: Easy, Normal, and Hard. Easy mode is designed for beginners, and newcomers to the first-person shooter genre. Enemies cause less damage to the player, and the player hits the enemy for more damage than in Normal mode. Normal mode is the standard difficulty setting for the casual player. Hard mode is for advanced players, those looking for a challenge with a much more realistic damage setting. Enemies cause much more damage to the player, and the player hits enemies for less damage than in Normal mode.

Continue

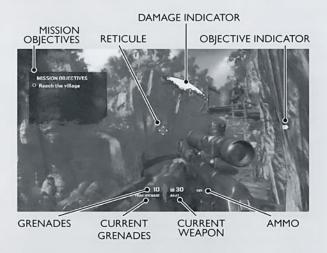
Select continue to resume your campaign from the last checkpoint.

Mission Select

This will allow you to play any level that you have previously played.

SOLDIER of FORTUNE PAYBACK

GAMEPLAY



Reticule: Use this to aim. Using Aim will let you look down the sights, increasing your accuracy.

Damage Indicator: Shows the direction from which you are taking damage.

Current Weapon: Shows the name of the weapon you are currently using.

Current Grenade: Shows the type of grenade you are currently using.

Ammo: Shows how many bullets remain in the current clip, and how many total bullets for that gun. Also shows Under Barrel Grenade Launcher shots loaded.

Grenades: Shows how many grenades you have remaining.

Mission Objectives: This window shows which objectives have been completed, and which are currently active.

Objective Indicator: This white box shows you where your next objective is located and the distance to that objective. As you get closer to the objective it will change to a red arrow. The actual objective will be marked with a red spinning circle.



MULTIPLAYER

In multiplayer, you can choose to play a Ranked Match or a Player Match via Xbox LIVE, or you can play via System Link with people on a local network. Player Matches are just for fun, but Ranked Matches will affect your position on the Xbox LIVE Leaderboards.

Xbox LIVE

Player Match

Play a match in any of the multiplayer game modes, but match statistics will not be saved to the Leaderboards.

Quick Match - Join a game right away.

Custom Match - Search for a match via defined parameters.

Create Match – Create your own match with the custom settings you choose.

Ranked Match

In Ranked Matches, all of your statistics will be saved to the Leaderboards, where you can compare your skills to those of other players.

Quick Match — Join a game right away.

Custom Match — Search for a match via defined parameters.

Leaderboards

Look at the Leaderboards to see how you compare with other people over Xbox LIVE.

System Link

Play multiplayer games over a local area network.

MODES

Deathmatch: Earn a point for each other player you kill. The first player to reach the score limit wins.

Team Deathmatch: Each kill made by you or a teammate is one point. The first team to reach the score limit wins.

Capture the Flag: Take the enemy flag from their base and bring it back to yours, but remember that you can't score if your own team's flag is in enemy hands. The first team to reach the score limit wins.

Elimination: In each round all players have a set number of lives. The last player standing is the winner.

SOLDIER OF FORTUNE' PAYBACK

Team Elimination: Every player on each team has a set amount of lives. Whichever team still has someone left alive at the end of the round is the winner.

Demolition: This is a team based game where a group of attackers must plant a bomb in a given location in the defenders' base. The attackers win if the bomb is detonated. The defenders win if the attackers fail to plant and detonate the bomb in a set amount of time.

WEAPONS

You can carry three weapons at a time. You can carry a Primary and Secondary weapon which can be selected from any category and a Sidearm which may be selected from the Pistol category. Stand over any weapon on the ground and press and hold 3 to switch it with the weapon you are currently holding.

Assault Rifles: Assault Rifles cause moderate damage and have an effective range of close to far depending on the attachments equipped. Assault rifles have a medium rate of fire with a mid-rate of recoil.

Shotguns: Shotguns cause high damage but only at close range. At medium to long range these weapons cause very little damage. They have a low rate of fire with a large amount of recoil.

Pistols: Pistols cause moderate to high damage and have an effective range of close to mid. They have a low rate of fire with a small to medium amount of recoil.

Submachine Guns: SMGs cause smaller amounts of damage then assault rifles but have a higher rate of fire. These weapons lose accuracy at long range but have low recoil.

Light Machine Guns: Light Machine Guns cause a heavy amount of damage and have a very high rate of fire. They are very inaccurate and have heavy recoil. These weapons have a high ammunition capacity but long reload times.

Sniper Rifles: Sniper Rifles cause a high amount of damage and are very effective at long range. Most sniper rifles have a low rate of fire and high recoil but some are semi-automatic and have low recoil.

Explosive: Explosive weapons fire rockets and grenades that explode and cause a large amount of damage to anyone standing near the blast. They have a low rate of fire and long reload times.



Special Weapons

Mounted Guns: Press **3** to take command of a mounted gun. They are extremely powerful, and can take down large groups of attacking enemies.

C4 Charges: Approach the red ghost image of a C4 charge and press **3** to set the charge. After a few moments, it will explode.

Grenades

Fragmentation: These grenades explode sending shrapnel in all directions causing heavy damage to anyone in the area.

Smoke (Multiplayer only): Smoke grenades release thick plumes of smoke meant to provide a visual barrier between you and your enemy.

Phosphorous (Multiplayer only): Phosphorous grenades explode sending white phosphorous in all directions. The phosphorous mixes with oxygen and causes anything around it to ignite into flames.

Flashbang (Multiplayer only): Flashbangs release a burst of light that blinds and disorients anyone who looks at the flash.

Attachments

Scopes: Scopes allow you to be more accurate at longer ranges. Scopes range from Red Dot Sights to 10X zoom scopes.

Silencers: Silencers muffle the sound from a gun shot and greatly increase your ability to move around silently.

Hand Grips: Hand grips steady your aim making you more accurate while reducing the recoil caused by firing your weapon.

Under Barrel Grenade Launchers: Under Barrel Grenade Launchers fire a single grenade at a time that causes heavy damage to anyone in the area of the explosion.



CUSTOMER AND TECHNICAL SUPPORT IN EUROPE

Online Services with Activision Forums, E-Mail and File Library Support

We advise for cost efficiency that you use our online web support.

NOTE: Please do not contact Customer Support for hints/codes/cheats; only technical issues.

Internet: http://www.activision.com/support

Our support section of the Web has the most up-to-date information available. We update the support pages daily, so please check here first for solutions. If you cannot find an answer to your issue, you can submit a question/incident to us using the online support form. A response may take anywhere from 24–72 hours depending on the volume of messages we receive and the nature of your problem.

Note: Internet support is handled in English only.

Phone Support

For any other issues not covered by our web or email support, you can contact Activision's phone support in the UK on + 44 (0)870 241 2148 between the hours of 9.00am and 5.00pm (UK time) Monday to Friday with the exception of holidays. Local rates apply.

Your calls may be monitored

Please do not send any game returns directly to Activision without first contacting Customer Support. It is our policy that game returns/refunds must be dealt with by the retailer or online site where you purchased the product. Please see the Limited Warranty contained within our Software License Agreement for warranty replacements.



PRODUCT LICENSE AGREEMENT

IMPORTANT - READ CAREFULLY: USE OF THIS PRODUCT IS SUBJECT TO THE SOFTWARE LICENSE TERMS SET FORTH BELOW. "PRODUCT" INCLUDES THE SOFTWARE INCLUDED WITH THIS AGREEMENT, THE ASSOCIATED MEDIA, ANY PRINTED MATERIALS, AND ANY ON-LINE OR ELECTRONIC DOCUMENTATION, AND ANY AND ALL COPIES AND DERIVATIVE WORKS OF SUCH SOFTWARE AND MATERIALS. BY OPENING THIS PACKAGE, AND/OR USING THE PRODUCT, YOU ACCEPT THE TERMS OF THIS LICENSE WITH ACTIVISION, INC. ("ACTIVISION").

LIMITED USE LICENSE. Activision grants you the non-exclusive, non-transferable, limited right and license to use one copy of this Product solely and exclusively for your personal use. All rights not specifically granted under this Agreement are reserved by Activision. This Product is licensed, not sold. Your license confers no title or ownership in this Product and should not be construed as a sale of any rights in this Product.

OWNERSHIP. All title, ownership rights and intellectual property rights in and to this Product and any and all copies thereof (including but not limited to any titles, computer code, themes, objects, characters, character names, stories, dialog, catch phrases, locations, concepts, artwork, animation, sounds, musical compositions, audio-visual effects, methods of operation, moral rights, and any related documentation, incorporated into this Product) are owned by Activision or its licensors. This Product is protected by the copyright laws of the United States, international copyright treaties and conventions and other laws. This Product contains certain licensed materials and Activision's licensors may protect their rights in the event of any violation of this Agreement.

YOU SHALL NOT:

- Exploit this Program or any of its parts commercially, including but not limited to use at a cyber cafe, computer gaming centre or any other location-based site. Activision may offer a separate Site License Agreement to permit you to make this Product available for commercial use; see the contact information below.
- Sell, rent, lease, license, distribute or otherwise transfer this Product, or any copies of this
 Product, without the express prior written consent of Activision.
- Reverse engineer, derive source code, modify, decompile, disassemble, or create derivative works of this Product, in whole or in part.
- Remove, disable or circumvent any proprietary notices or labels contained on or within the Product.
- Export or re-export this Product or any copy or adaptation in violation of any applicable laws or regulations.

LIMITED WARRANTY. Activision warrants to the original consumer purchaser of this Product that the recording medium on which the product is recorded will be free from defects in material and workmanship for 90 days from the date of purchase. If the recording medium is found defective within 90 days of original purchase, Activision agrees to replace, free of charge, any product discovered to be defective within such period upon its receipt of the Product, postage paid, with proof of the date of purchase, as long as the Product is still being manufactured by Activision. In the event that the Product is no longer available, Activision retains the right to substitute a similar product of equal or greater value.

SOLDIER OF FORTUNE PAYBACK

This warranty is limited to the recording medium containing the Product as originally provided by Activision and is not applicable to normal wear and tear. This warranty shall not be applicable and shall be void if the defect has arisen through abuse, mistreatment, or neglect. Any implied warranties prescribed by statute are expressly limited to the 90-day period described above.

EXCEPT AS SET FORTH ABOVE, THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND NO OTHER REPRESENTATIONS OR CLAIMS OF ANY KIND SHALL BE BINDING ON OR OBLIGATE ACTIVISION.

When returning the Program for warranty replacement please send the original product discs only in protective packaging and include: (1) a photocopy of your dated sales receipt; (2) your name and return address typed or clearly printed; (3) a brief note describing the defect, the problem(s) you encountered and the system on which you are running the product (4) if you are returning the product after the 90-day warranty period, but within one year after the date of purchase, please include cheque or money order for £12.00 sterling per disc replacement.

Note: Certified mail is recommended.

In Europe send to:

WARRANTY REPLACEMENTS

ACTIVISION (UK) Ltd., 3 Roundwood Avenue, Stockley Park, Uxbridge UB11 1AF, United Kingdom.

Disc Replacement: +44 (0)870 241 2148

LIMITATION ON DAMAGES. IN NO EVENT WILL ACTIVISION BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM POSSESSION, USE OR MALFUNCTION OF THE PRODUCT, INCLUDING DAMAGES TO PROPERTY, LOSS OF GOODWILL, COMPUTER FAILURE OR MALFUNCTION AND, TO THE EXTENT PERMITTED BY LAW, DAMAGES FOR PERSONAL INJURIES, EVEN IF ACTIVISION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ACTIVISION'S LIABILITY SHALL NOT EXCEED THE ACTUAL PRICE PAID FOR THE LICENSE TO USE THIS PRODUCT. SOME STATES/COUNTRIES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS AND/OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND/OR EXCLUSION OR LIMITATION OF LIABILITY MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.

TERMINATION. Without prejudice to any other rights of Activision, this Agreement will terminate automatically if you fail to comply with its terms and conditions. In such event, you must destroy all copies of this Product and all of its component parts.

INJUNCTION. Because Activision would be irreparably damaged if the terms of this Agreement were not specifically enforced, you agree that Activision shall be entitled, without bond, other security or proof of damages, to appropriate equitable remedies with respect to breaches of this Agreement, in addition to such other remedies as Activision may otherwise have under applicable laws.

SOLDIER of FORTUNE

INDEMNITY. You agree to indemnify, defend and hold Activision, its partners, affiliates, contractors, officers, directors, employees and agents harmless from all damages, losses and expenses arising directly or indirectly from your acts and omissions to act in using the Product pursuant to the terms of this Agreement

MISCELLANEOUS. This Agreement represents the complete agreement concerning this license between the parties and supersedes all prior agreements and representations between them. It may be amended only by a writing executed by both parties. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable and the remaining provisions of this Agreement shall not be affected. This Agreement shall be construed under California law as such law is applied to agreements between California residents entered into and to be performed within California, except as governed by federal law and you consent to the exclusive jurisdiction of the state and federal courts in Los Angeles, California.

If you have any questions concerning this license, you may contact Activision at 3100 Ocean Park Boulevard, Santa Monica, California 90405,+ 1 (310) 255-2000, Attn. Business and Legal Affairs, legal@activision.com.

SOLDIER of FORTUNE^{*} PAYBACK

NOTES