GAME BOY ADVANCE



PLEASE CAREFULLY READ THE SEPARATE HEALTH AND SAFETY PRECAUTIONS BOOKLET INCLUDED WITH THIS PRODUCT BEFORE USING YOUR NINTENDO $^{\otimes}$ HARDWARE SYSTEM, GAME PAK OR ACCESSORY. THIS BOOKLET CONTAINS IMPORTANT HEALTH AND SAFETY INFORMATION.

IMPORTANT SAFETY INFORMATION: READ THE FOLLOWING WARNINGS BEFORE YOU OR YOUR CHILD PLAY VIDEO GAMES.

▲WARNING - Seizures

- Some people (about 1 in 4000) may have seizures or blackouts triggered by light flashes or patterns, such as while
 watching TV or playing video games, even if they have never had a seizure before.
- Anyone who has had a seizure, loss of awareness, or other symptom linked to an epileptic condition should consult
 a doctor before playing a video game.
- Parents should watch when their children play video games. Stop playing and consult a doctor if you or your child have any of the following symptoms:

Convulsions Eye or muscle twitching Altered vision Involuntary movements Loss of awareness Disorientation

- · To reduce the likelihood of a seizure when playing video games:
 - Sit or stand as far from the screen as possible.
 - 2. Play video games on the smallest available television screen.
 - 3. Do not play if you are tired or need sleep.
 - 4. Play in a well-lit room.
 - 5. Take a 10 to 15 minute break every hour.

▲ WARNING - Repetitive Motion Injuries and Eyestrain

Playing video games can make your muscles, joints, skin or eyes hurt after a few hours. Follow these instructions to avoid problems such as tendinitis, carpal tunnel syndrome, skin irritation or eyestrain:

- · Avoid excessive play. It is recommended that parents monitor their children for appropriate play.
- · Take a 10 to 15 minute break every hour, even if you don't think you need it.
- If your hands, wrists or arms or eyes become tired or sore while playing, stop and rest them for several hours before playing again.
- · If you continue to have sore hands, wrists or arms or eyes during or after play, stop playing and see a doctor.

▲WARNING - Battery Leakage

Nintendo portable video game systems contain a rechargeable lithium ion battery pack. Leakage of ingredients contained within the battery pack, or the combustion products of the ingredients, can cause personal injury as well as damage to your hardware. If battery leakage occurs, avoid contact with skin. If contact occurs, immediately wash thoroughly with soap and water. If liquid leaking from a battery pack comes into contact with your eyes, immediately flush thoroughly with water and see a doctor.

To avoid battery leakage:

- Do not expose battery to excessive physical shock, vibration, or liquids.
- Do not disassemble, attempt to repair or deform the battery.
- · Do not dispose of battery pack in a fire.
- · Do not touch the terminals of the battery, or cause a short between the terminals with a metal object.
- Do not peel or damage the battery label.

The official seal is your assurance that this product is licensed or manufactured by Nintendo. Always look for this seal when buying video game systems, accessories, games and related (Nintendo)

Nintendo does not license the sale or use of products

products.



Descriptors
Cartoon Violence

LICENSED BY



THIS GAME PAK WILL WORK ONLY WITH THE GAME BOY® ADVANCE, GAME BOY® MICRO, OR NINTENDO DS™ VIDEO GAME SYSTEMS.

Important Legal Information

Copying of any video game for any Nintendo system is illegal and is strictly prohibited by domestic and international intellectual property laws. "Back-up" or "archival" copies are not authorized and are not necessary to protect your software. Violators will be prosecuted.

This video game is not designed for use with any unauthorized copying device or any unlicensed accessory. Use of any such device will invalidate your Nintendo product warranty. Nintendo (and/or any Nintendo licensee or distributor) is not responsible for any damage or loss caused by the use of any such device. If use of such device causes your game to stop operating, disconnect the device carefully to avoid damage and resume normal game play. If your game ceases to operate and you have no device attached to it, please contact the game publisher's "Technical Support" or "Oustomer Service" department.

The contents of this notice do not interfere with your statutory rights.

This booklet and other printed materials accompanying this game are protected by domestic and international intellectual property laws.

Rev-D (L)

Seal

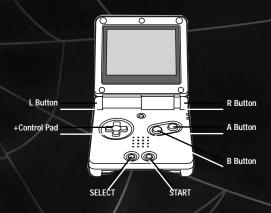
CONTENTS

Getting Started	4
Game Boy® Advance Controls	5
The Story	6
Basic Controls	6
Main Menu	7
Save Slot Select	7
In-Game Pause Menu	
HUD	9
Spider-Man Movement	9
Spider-Man Combat	
Rewards and Progression	
Black-Suited Spider-Man	
Special Moves	
Credits	
Customer Support	
Software License Agreement	

GETTING STARTED

- · Make sure the power switch is OFF.
- Insert the Spider-Man 3" Game Pak into the Game Boy Advance slot as described in your Nintendo Game Boy Advance instruction manual.
- · Turn the power switch ON.
- To skip the introductory sequence, press **START**.

GAME BOY® ADVANCE CONTROLS



THE STORY

Finally coming to terms with his powers and abilities while still trying to be a normal guy with a girlfriend, Spider-Man must now deal with a city that's teeming with plots of revenge, and criminal masterminds trying to seize control of New York City's seat of government. To make matters worse, a new pair of superpowered threats is coming closer to Spider-Man's hometown, closer than he could ever imagine.

BASIC CONTROLS

SPIDERMAN ACTIONS	CONTROLS
Jump/Swing	A Button
Punch/Kick (+modifier)	B Button
Web-line: Web Zip, Web Bind, Web Pull	R Button
Attack Modifier – Kick Moves	L Button

CONTROLS
+Control Pad
SELECT
START

MAIN MENU

Start Game – Select **Start Game** to begin playing *Spider-Man 3*. In the Save Slot Select screen, you can begin a new game or continue playing a saved game.

View Credits - Select View Credits to view the game credits.

SAVE SLOT SELECT

Start a new game or continue a saved game from the Save Slot Select screen. To start a new game, select the empty slot with the +Control Pad. *Spider-Man 3* saves automatically so you can continue your game later.

To continue a saved game, simply select the appropriate save slot and press ${\bf Accept}.$

To erase an already saved game, select **Erase** and confirm your selection. Once you erase a game, it cannot be recovered.

Mission Selection – This screen shows your current Mission. You can also go back and replay previously finished Missions.

IN-GAME PAUSE MENU

To bring up the Pause Menu, press ${\bf START}$ during gameplay. The Pause Menu options are:

- · Resume Continue gameplay.
- Quit Level Quit the game and return to the Level Select map screen.
- Sleep Put the GBA into Sleep Mode to save batteries. Press the L + R
 Buttons and SELECT to recover from Sleep Mode.
- Sound Adjust the volume level of sound effects and music.

Health and Rage Meters – Spider-Man's meters are displayed in the upper left corner of the screen. The top bar filled with green squares indicates how many hits Spider-Man can endure before being knocked out. The bar under the Health Meter indicates how much rage Spider-Man has built up while fighting criminals. See page 11 for more information on how the Rage Meter affects Black-Suited Spider-Man.

Spider-Sense – Whenever Spider-Man is about to be attacked or is in imminent danger, Spider-Man's Spider-Sense will activate, flashing the Health Meter, warning you of an oncoming threat.

Current Objective – A directional arrow will appear on the top center of the screen to indicate the next Objective in a level.

SPIDER-MAN MOVEMENT

Run – Press ← or → on the +Control Pad.

Crouch – Press ✔ on the +Control Pad.

Jump - Press the A Button. Hold the A Button longer to jump higher.

 $\label{eq:web_swing} \textbf{Web Swing} - \textbf{Press} \ and \ hold \ the \ \textbf{A} \ Button \ while \ in \ the \ air. \ Once \ you've completed a full Swing, Spider-Man \ will \ release \ the \ Web-line. \ Press \ the \ \textbf{A} \ Button \ again \ while \ in \ the \ air \ to \ shoot \ another \ Web-line \ and \ continue \ swinging.$

Web Zip – Hold the **L** Button and a **direction** ($\leftarrow \rightarrow \uparrow \downarrow$) on the +Control Pad, then press the **R** Button to shoot out a Web-line. If the Web-line hits a surface, Spider-Man will automatically zip to it.

SPIDER-MAN COMBAT

Punch - Press the B Button.

Kick - Press the L + B Buttons.

Swing Kick - Press B Button while swinging over an enemy.

Special Moves

Spider-Man's Special Moves allow him to do amazing things. As Spider-Man follows the unfolding story, new moves and abilities will unlock and become available for use. How-to instructions are displayed in-game when each new move is unlocked. Special Combat Moves are automatically unlocked upon completion of certain levels.

REWARDS AND PROGRESSION

As Spider-Man progresses through the game, he can find and acquire special Power-up rewards scattered throughout game levels. If Spider-Man ever gets knocked out, he will lose his Power-ups and will need to collect new ones. Fortunately, you can always go back and replay completed levels.

Spider-Man Power-Ups

- Health
- · Increased melee damage
- Increased web capture duration

BLACK-SUITED SPIDER-MAD

As you punch and kick your way through the Missions, your Rage Meter will fill up. When it's completely filled, Spider-Man's rage will overcome him, and he'll switch into the Black Suit, allowing for a whole new range of attacks and combos. If Black-Suited Spider-Man takes any damage, he'll automatically switch back into Spider-Man.

11

SPECIAL MOVES

Spider-Man's Special Moves

Crouch Roll - Crouched rolling evade

Dash - Quick burst of speed

Sweep Punch - Dual-strike punch

Web Pull - Mid-range attack

Black-Suited Spider-Man's Special Moves

Web Balls - Balls of webbing that damage foes

Uppercut - Spider-Man's big clearing hit

Charge - Spider-Man's traversal attack

CREDITS

Developed by Vicarious Visions, Inc.

CEO/Chief Creative Officer
Karthik Bala

President Guha Bala

Executive Producer
David Nathanielsz

Producer Jonathan Hermann

Lead Designer Bret Dunham

Lead Engineer Jon Hilliker

Lead Artist Eric Feurstein

Lead Animator
Travis Cameron

Design Team
Ben Frost
Muhammad Ahmed
Jonathan Russell

Engineering Team Thomas Gawrys

> Art Team Scott Moore Tiffany Nelson

Animation Team Romy Cayetano Ediber Reyes

Audio Team Kenneth Bowen Dialogue Writer

Evan Skolnick Music

Shin'en Multimedia

QA Supervisor
Ine Fisher

Quality Assurance Mike Chera, Ryan Clause

VV Special Thanks
Di Davies, Steve Derrick

Di Davies, Steve Derrick Tim Stellmach, Robert Trevellyan

Additional Support Lauren Costello, Nehme Frangie Dawn Harrington, Kathy Hoppes Chad Portwine, Sergio Sanchez Rick Stegmann, Ida Thornburg

We would also like to thank all of the development teams of the other Spider-Man 3 games for additional content used in the making of this title.

Kid Testers

Kenny Aragon, Jaia Benson Noah Dawson, Ben Godgart Eriq Hunt, Joshua Hunt Nick Iwaniec, Seamus McGuirk Nico Montello, Trevor Scully Jacob Skolnick

Activision

Producers William Schmitt Juan Valdes

Associate Producers John C. Boone II

Neven Dravinski Derek E. Smith John Sweeney Will Townsend

Production Coordinators Vincent Fennel

Matthew Hunt Derek Racca

Executive Producer Scott Walker

V.P. North American Studios Laird Malamed

QUALITY ASSURANCE / CUSTOMER SUPPORT

VP of Customer Support/ Quality Assurance Rich Robinson

Director of Quality Assurance James Galloway

Manager, Quality Assurance

Matt McClure

Sr. Leads, Quality Assurance Jason Potter, Brad Saavedra

Lead, Quality Assurance Robin Odlum

Sr. Manager, Technical Requirements Group Christopher Wilson

Nintendo Platform Leads, Technical Requirements Group Sasan "Sauce" Helmi

Robert Lara

Floor Leads, Technical Requirements Group

Zac Blitz Menas Kapitsas Randi Pardo

Test Team, Technical Requirements Group

Eddie Araujo Lucas Goldman Jeff Koyama Brian Marvin Brandon Miller Joe Pardo Todd Sutton Eric Stanzione

Floor Lead, Quality Assurance Mark Soriano

Test Team, Quality Assurance Jamar Graham Keith Lawson Adam Raun

Felipe Sillas Ty Viveiros Shane Woodson

Burn Room

Joule Middleton – Coordinator Pokee Chan – Technician Danny Feng – Technician Kai Hsu – Technician

Customer Support Managers Gary Bolduc – Phone Support

Michael Hill – E-mail Support

Manager, Resource Administration Nadine Theuzillot

CS/QA Special Thanks

John Rosser, Marilena Rixford Jason Levine, Glenn ViStante Brad Saavedra, Evan Button Henry Villanueva, Thom Denick Paul Williams, Indra Yee Todd Komesu, Vyente Ruffin Dave Garcia-Gomez, Willie Bolton

Jennifer Vitiello, Jeremy Shortell Dylan Rixford, Nikki Guillote Alexander Watkins

Stephanie Russell

Central Studios

Game Design Analyst

Lead Systems Designer

Senior Director of Game Design

Senior Art Director Alessandro Tento

Chief Technology Officer

GLOBAL BRAND MANAGEMENT **VP, Global Brand Management**

P, Global Brand Managem Rob Kostich

Global Brand Manager Amy Longhi

Associate Brand Manager Michael Steiner

PR

Sr. Director, Corporate Communications Michelle Schroder

Sr. Manager, Corporate Communications Ryh-Ming Poon

Sr. Publicist, Corporate Communications Aaron Grant

Jr. Publicist, Corporate Communications Lindsay Morio

MARKETING COMMUNICATIONS

Vice President, Marketing

Vice President, Marketing Communications Denise Walsh Director, Marketing Communications Susan Hallock

Manager, Marketing Communications Shelby Yates

> Assistant Manager, Marketing Communications Karen Starr

> > OPERATIONS

Sr. Manager, Mainline Operations
Jen Sullivan

Sr. Director, Supply Chain Laura Hoegler

Project Manager, Mainline Brandi Baker

TRADE MANAGEMENT

Trade Promotions, Senior Manager
Molly Hinchey

Trade Marketing Manager Sean Dexheimer

Associate Trade Marketing Manager Teresa Lin

> Director, Trade Marketing Steve Young

BUSINESS DEVELOPMENT

Sr. Director Dave Anderson

Sr. Manager Justin Berenbaum

> Manager Tina Kwon

Producer Frankie Kang

Associate Manager

MUSIC Worldwide Executive of Music Tim Riley

> Music Supervisor Brandon Young

Activision Special Thanks Mike Griffith, Robin Kaminsky Brian Ward, Steve Pearce Will Kassoy, Jane Hunt Sasha Gross, Jeff Chen Brian Morrison

Marvel Entertainment

Vice President & Executive Producer, Interactive

Ames Kirshen

President of Production, Maryel Studios

Marvel Studios Kevin Feige

Business & Legal Affairs Seth Lehman, Joshua M. Silverman Carl Suecoff, Ryan Potter

> Packaging and Manual Design Ignited Minds LLC

Sony Pictures Consumer Products

Vice President, Interactive Mark Caplan

> Director, Interactive Keith Hargrove

Special Thanks
Sam Raimi, Kevin Feige
Avi Arad, Josh Matas
George Leon, Juli Boylan
Laetitia May

CUSTOMER 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: (310) 255-2050

You can call our 24-hour voice-mail system for answers to our most frequently asked questions at the above number. Contact a Customer Support representative at the same number between the hours of 9:00 a.m. and 5:00 p.m. (Pacific Time), Monday through Friday, except holidays. 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.

Register your product online at www.activision.com so we can enter you in our monthly drawing for a fabulous Activision prize.

If you would like more information related to this product or its features, please visit www.sm3thegame.com

To view a full length manual, including credits, visit www.activision.com/en US/manuals/

Software License Agreement

IMPORTANT - READ CAREFULLY. USE OF THIS PROGRAM IS SUBJECT TO THE SOFTWARE LICENSE TERMS SET FORTH BELOW.
"PROGRAM" 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 PROGRAM, 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 Program solely and exclusively for your personal use. All rights not specifically granted under this Agreement are reserved by Activision. This Program is licensed, not sold. Your license confers no title or ownership in this Program and should not be construed as a sale of any rights in this Program.

OWNERSHIP. All title, ownership rights and intellectual property rights in and to this Program 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, audiovisual effects, methods of operation, moral rights, and any related documentation incorporated into this Program) are owned by Activision or its licensors. This Program is protected by the copyright laws of the United States, international copyright treaties and conventions and other laws. This Program 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 center or any
 other location-based site. Activision may offer a separate Site License Agreement to permit you to make this Program available for
 commercial use; see the contact information below.
- · Remove, disable or circumvent any proprietary notices or labels contained on or within the Program.
- Export or re-export this Program or any copy or adaptation in violation of any applicable laws or regulations.

LIMITED WARRANTY. Activision warrants to the original consumer purchaser of this Program that the recording medium on which the Program is recorded will be free from defects in material and workmanship for 90 days from the date 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 Program is still being manufactured by Activision. In the event that the Program is no longer available, Activision retains the right to substitute a similar program of equal or greater value. This warranty is limited to the recording medium containing the Program 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 efect 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 RINDING ON OR ORD IGATE ACTIVISION.

When returning the Program for warranty replacement please send the original product cartridge 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 are encountering and the system on which you are running the Program; (4) if you are returning the Program after the 90-day warranty period, but within one year after the date of purchase, please include check or money order for \$15 U.S. currency per cartridge replacement. Note: Certified mail recommended.

In the U.S. send to: Warranty Replacements, Activision, Inc., P.O. Box 67713, Los Angeles, California 90067

LIMITATION ON DAMAGES. IN NO EVENT WILL ACTIVISION BE LIABLE-FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM POSSESSION, USE OR MALFUNCTION OF THE PROGRAM, 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 PROGRAM. SOME STATES/COUNTRIES DO NOT ALLOW LATITIONS 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 LABILITY 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 Program and all of its component parts.

U.S. GOVERNMENT RESTRICTED RIGHTS. The Program and documentation have been developed entirely at private expense and are provided as "Commercial Computer Software" restricted computer software. "Use, duplication or disclosure by the U.S. Government are computer software forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clauses in DFARS 252.227-7013 or as set forth in subparagraph (c)(1) and (2) of the Commercial Computer Software Restricted Rights clauses at FAR 52.227-19, as applicable. The Contractor/Manufacturer is Activision, Inc., 3100 Ocean Park Boulevard, Santa Monica, California 90405.

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.

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.