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INSTALLATION & SETUP

AUTOPLAY

If the Windows Autoplay feature is enabled on your computer, the splash screen will begin when you insert the *Ultimate Spider-Man™* DVD into your DVD-ROM drive. On the splash screen, press **Install** and follow the on-screen instructions to continue the installation.

Note: You must have the Ultimate Spider-Man™ DVD in your DVD-ROM drive to play the game.

If the Autoplay feature is disabled, you can begin the installation by doing the following:

- a. Go to the Start Menu and select **Run**.
- b. Type **D:\SETUP.EXE** (assuming D is your DVD-ROM drive letter) and press **Enter**.

-or-

- a. Double-click on **My Computer**
- b. Double-Click your DVD-ROM drive icon.
- c. Double-click on **SETUP.EXE**.

DIRECTX® 9.0C

During the *Ultimate Spider-Man™* typical install setup, the install process will automatically detect DirectX® 9.0c on your computer. If it's not already installed, Microsoft® DirectX® 9.0c will be installed on your computer. DirectX® 9.0c is a set of sound, video, input and network functions developed by Microsoft. DirectX® 9.0c is necessary to run *Ultimate Spider-Man™*.

It's recommended that you choose to update to the newest version of DirectX®. If you already have other Windows® 2000/XP games on your computer, chances are you already have a version of DirectX® installed. In this case, the Microsoft installer will detect and overwrite any previous versions with DirectX® 9.0c. At that point, you'll need to restart your computer for the changes to take effect. If, however, you already have DirectX® 9.0c installed on your computer, the Microsoft® DirectX® 9.0c installer will detect it and not overwrite any files. You will not need to restart your computer after installation to run *Ultimate Spider-Man™*.

If you choose not to install DirectX® 9.0c when you install the game, you can manually install it later. To do so, use the following instructions:

1. Place your *Ultimate Spider-Man™* disk in the DVD-ROM drive. The Launch screen should appear. (See the AutoPlay section above if it does not appear.)
2. Click on the **Extras** button.
3. Click on **DirectX®** and follow the installation process. When the DirectX® installation finishes, you'll need to restart your computer for the new drivers to work.

If you encounter the following error message, you've tried to start the game without the correct version of DirectX® installed on your computer:

*"DirectX® 9.0c is not installed on this computer.
Install it and try again."*

You'll need to follow the directions above to install DirectX® before starting the game.

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, 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 keys to select letters and move the selector. Press the desired letters to enter your profile name.

PAUSE MENU

Press the **Esc** key to access the **PAUSE MENU**. In addition to taking a break from the game, the **PAUSE MENU** allows you to access many other features of *Ultimate Spider-Man*. Use the directional buttons and the **Enter** key to highlight and select options.



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

Spacebar	Jump (press once)/Press a second time while in mid-air to double jump. The longer you hold the key down, the higher you jump.
F	Wall Crawl/Grab/Combat Throw
Q	Punch/Speed Boost (while swinging)
E	Kick/Climb Web (while swinging)
Rt Mouse	Press and hold to Web Swing/Release key to release the web
Lt Mouse	Web Attacks
L & R Mouse	Web Zip
ESC	Pause Menu
B	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 directional keys to turn toward an enemy to attack. For example, if an enemy is on Spider-Man's left, turn Spider-Man with the directional keys 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 moving the mouse to the left + Punch or Kick then immediately moving the mouse 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, move 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. Move the mouse 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.

Move the mouse 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

Spacebar	Jump. The longer you hold the button down, the higher you jump.
F	Wall Crawl/Grab/Combat Throw/Throw Object
Q	Claw Attack
E	Tentacle Attack
Right Mouse	Locomotion Jump. The longer you hold the button down, the higher you jump.
Left Mouse	Feed
L & R Mouse	Tentacle Zip
ESC	Pause Menu
B	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 **left mouse button**. However, super-powered humans will fight back and free themselves almost immediately, possibly even harming Venom in the process.

VENOM COMBAT DETAILS

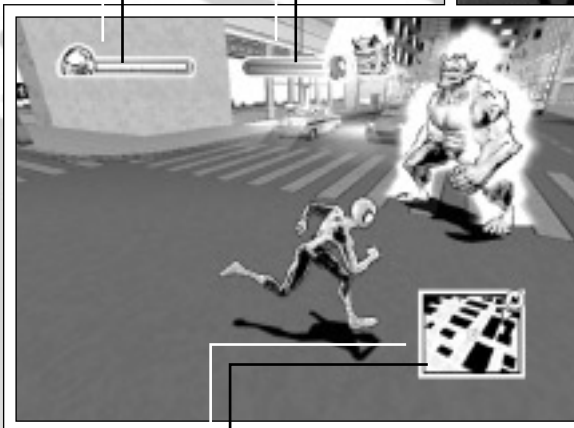
Venom has two attack styles, depending on the range of his enemy. If the bad guy is close, claws are a great way to deal lots of damage. While tentacles cause less pain than claws, they reach farther and can hit multiple targets at once.

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 **F** key. When fighting super villains, Venom automatically targets the enemy and throws the object without any other user interaction. Rapidly press the **F** key twice to perform a quick throw. To control Venom's throw, use the **mouse** 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

Boss'
Health Meter



City Map

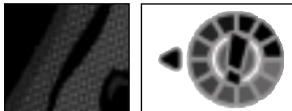
METERS



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 **left and right mouse** 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 **B** key to show the city map. (The game remains paused as long as you look at the map.)

Then use the following controls:

W	Scroll the map
A	
D	
S	
Spacebar	Zoom in
F	Zoom out
Q	Bring up the legend
B	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 **E** key to "reel in" your web line.
- Press the **Q** key to swing faster.
- 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 **spacebar** key down, the higher you jump.
- A yellow glow around Spider-Man's head indicates danger is imminent.

CREDITS

DEVELOPED BY BEENOX

Executive Producer
Dee Brown

Producer
Stéphane Brault

Chief Technology Officer
Sylvain Morel

Technical Lead
Sébastien Poirier

Programmers
Simon Couture
Thomas-David Tremblay
Patrick Boulay
Mathieu LeBlanc

Quality Assurance
Marc-Antoine Jutras
Mathieu St-Gelais

PUBLISHED BY ACTIVISION PUBLISHING, INC.

President, Worldwide Studios
Kathy Vrabec

PRODUCTION Head of Worldwide Studios
Charles J. Huebner

Executive Producer
Scott Walker

Producer
Brian Pass

Associate Producers
Juan Valdes
Suzy Luko
Carlos Rodriguez
Will Townsend
Ben DeGuzman

Production Coordinators
Derek Racca
Brian Morrison

Installer/Flash Programmer
Ryan Ford

MARKETING AND PUBLIC RELATIONS Global

Brand Managers
Lisa Perry
Ted Chi

Associate Brand Manager
Vicharin Vadakan

Director, Global Brand Management
Rob Kostich

VP, Global Brand Management
Will Kassoy

SVP, Global Brand Management
Robin Kaminsky

Director, Corporate Communications
Michelle Schroder

Manager, Corporate Communications
Ryh-Ming C. Poon

Publicist, Corporate Communications
Aaron Grant

Junior Publicist, Corporate Communications
Lindsay Morio

QUALITY ASSURANCE/CUSTOMER SUPPORT

Project Lead
Jonas Anderson

QA Manager
John Rosser

Test Team
Andrew Armbruster
Bill Borre
Casey Cambridge
Kevin Feiner
Mark Soriano

Sr. Manager, Code Release Group
Tim Vanlaw

Lead, Code Release Group
Jef Sedivy

Floor Lead, Code Release Group
Kim Park

Test Team, Code Release Group
Eric Stanzione
Dan Saffron
Randy Coffman
Ray Avila
Naomi Palermo
Jabari Mwinyi

Senior Project Lead, Compatibility Lab
Neil Barizo

Senior Tester, Compatibility Lab
Chris Neal

Test Team, Compatibility Lab
John DeShazer
Jason Sa

Customer Support Leads
Gary Bolduc—
Phone Support
Michael Hill—
E-mail Support

CS/QA Special Thanks

Jim Summers
Jason Wong
Marilena Rixford
Matt McClure
Nadine Theuzillot
Ed Clune
Indra Yee

Joule Middleton
 Todd Komesu
 Nicholas Westfield
 Anthony Hatch
 Korotko
 Vyente Ruffin
 Chris Keim
 Dave Gomez
 Adam Hartsfield
 Francis Jimenez
 Willie Bolton
 Chad Siedhoff
 Jennifer Vitiello
 Jeremy Shortell
 Peter McKernan
 Mike Rixford
 Dylan Rixford
 Tyler Rivers
 Sara Button
 Vanessa Schlais

LEGAL

**Senior Director
 of Business &
 Legal Affairs**
 Greg Deutsch

Senior Counsel
 Phil Terzian
 Jay Komars

Senior Paralegal
 Michael Larson

**Legal
 Administrative
 Assistant**
 Danielle Kim

CREATIVE SERVICES
**VP, Creative
 Services &
 Operations**
 Denise Walsh

**Director of
 Creative Services**
 Matthew Stainner

**Creative Services
 Assistant Manager**
 Shelby Yates

**Packaging &
 Manual Design**
 Ignited Minds LLC

**Activision
 Special Thanks**
 Ryan Pass
 Taylor Pass
 Jamie Bafus
 Chris Hewish
 TQ Jefferson
 Ryan Rucinski
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Ken Fox
 Lalie Fisher
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 Derek Smith
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 Mike Ward
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 Nicole Willick
 Steve Rosenthal
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 Carlos Garcia
 Omari Valentine
 Patrick Kelly

MARVEL ENTERPRISES, INC.

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 of Interactive/
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 of Worldwide
 Consumer
 Products**
 Tim Rothwell

Legal Affairs
 Seth Lehman
 Joshua M.
 Silverman
 Carl Suecuff

Special Thanks
 Avi Arad
 Ari Arad
 Joe Quesada
 Dan Buckley
 Amy Sowers-Wyckoff



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ACTIVISION UK

Senior VP
 Tricia Bertero

**VP - UK, Emerging
 Markets &
 European
 Marketing**
 Roger Walkden

**Head of Publishing
 Services**
 Nathalie Ranson

**UK Marketing
 Director**
 Scott Morrison

**Senior Brand
 Manager**
 Alison Mitchell

**Localisation
 Manager**
 Tamsin Lucas

**Senior Localisation
 Project Manager**
 Mark Nutt

**Localisation
 Project Managers**
 Simon Dawes
 Corinne Callois

**Creative Services
 Manager**
 Jackie Sutton

**European Public
 Relations Director**
 Tim Ponting

**PR Manager
 UK/ROE**
 Suzanne Panter

PR Executive UK
 Bo Eatwell

**European
 Operations
 Manager**
 Heather Clarke

**Production
 Planners**
 Victoria Fisher
 Lynn Moss

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3. A copy of your Direct X Diagnostics report. To access this go to Start -> Run and type dxdiag c:\dxdiag.txt and press ENTER. The report will be found in your My Computer C: drive.

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2. Do you have more than one modem?
3. On which port is each configured?
4. Does Hyperterminal (or any other terminal program) work with your modem? This is an easy way to test whether or not your modem is configured correctly.
5. At what speed are you connecting?
6. Have you made sure data compression, error detection, and flow control is turned OFF? Refer to your modem's manual to do this.

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1. What kind of serial card is being used?
2. Do you have a seven-wire serial cable?

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1. Can you see other computers on the network?
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4. What network software are you running? What version number?

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