

UNLEASH THE GREATEST
SUPER HERO ALLIANCE EVER

MARVEL
**ULTIMATE
ALLIANCE**

COMING TO NEXT GEN
FALL 2006

GAMEBOY ADVANCE

NINTENDO DS

MARVEL

EmuMovies

ACTIVISION

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RP
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ESRB

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THE OFFICIAL GAME

ACTIVISION

INSTRUCTION BOOKLET



PLEASE CAREFULLY READ THE SEPARATE HEALTH AND SAFETY PRECAUTIONS BOOKLET INCLUDED WITH THIS PRODUCT BEFORE USING YOUR NINTENDO® HARDWARE SYSTEM, GAME DISC 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	Loss of awareness
Altered vision	Involuntary movements	Disorientation

To reduce the likelihood of a seizure when playing video games:

1. 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, 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, arms or eyes during or after play, stop playing and see a doctor.

⚠ WARNING - Electric Shock

To avoid electric shock when you use this system:

- Do not use the Nintendo GameCube during a lightning storm. There may be a risk of electric shock from lightning.
- Use only the AC adapter that comes with your system.
- Do not use the AC adapter if it has damaged, split or broken cords or wires.
- Make sure that the AC adapter cord is fully inserted into the wall outlet or extension cord.
- Always carefully disconnect all plugs by pulling on the plug and not on the cord. Make sure the Nintendo GameCube power switch is turned OFF before removing the AC adapter cord from an outlet.

⚠ CAUTION - Motion Sickness

Playing video games can cause motion sickness. If you or your child feel dizzy or nauseous when playing video games with this system, stop playing and rest. Do not drive or engage in other demanding activity until you feel better.

⚠ CAUTION - Laser Device

The Nintendo GameCube is a Class I laser product. Do not attempt to disassemble the Nintendo GameCube. Refer servicing to qualified personnel only. Caution - Use of controls or adjustments or procedures other than those specified herein may result in hazardous radiation exposure.

CONTROLLER NEUTRAL POSITION RESET

If the L or R Buttons are pressed or the Control Stick or C Stick are moved out of neutral position when the power is turned ON, those positions will be set as the neutral position, causing incorrect game control during game play.

To reset the controller, release all buttons and sticks to allow them to return to the correct neutral position, then hold down the X, Y and START/PAUSE Buttons simultaneously for 3 seconds.



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1 Player

THIS GAME SUPPORTS GAME PLAY WITH ONE PLAYER AND CONTROLLER.



Memory Card

THIS GAME REQUIRES A MEMORY CARD FOR SAVING GAME PROGRESS, SETTINGS OR STATISTICS.

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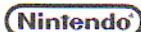
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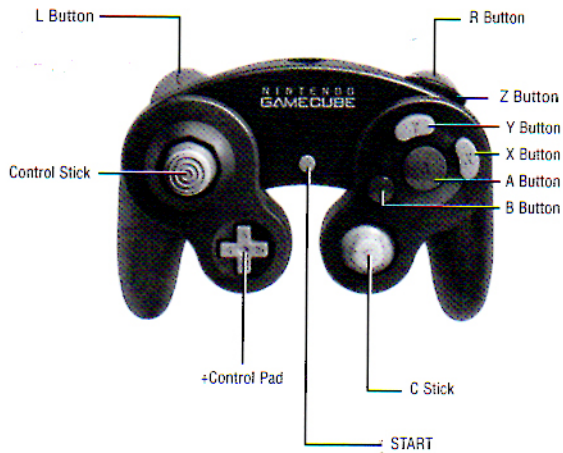


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Gameplay Controls



Basic Navigation

- +Control Pad** – Highlight menu options.
- A Button** – Select menu options.
- B Button** – Back/Previous Menu

Basic Combat

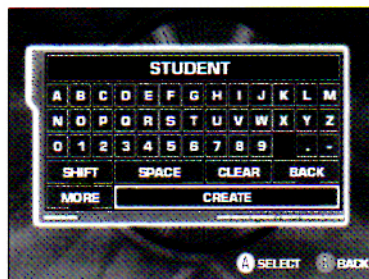
- Control Stick** – Movement
- START** – Pause Menu
- A Button** – Jump/Boost
- B Button** – Attack 1
- Y Button** – Attack 2
- X Button** – Special
- C Stick** – Camera

Welcome, Professor...

Colonel William Stryker™ in a daring raid on the Xavier School for Gifted Youngsters, acquired two core components of Cerebro, the X-Men's Mutant Tracking and their Identification System, as well as taking hostage a handful of the student body. With these components Stryker was able to create a crude but working version of Cerebro, for his own dark purposes. A combined strike force consisting of the X-Men™ and the Brotherhood™ were able to retrieve the kidnapped children, and halt Stryker's plans. This victory was not without its price, as the X-Men were forced to pay in the most precious coin of all. Friend, teacher, colleague and more, Jean Grey sacrificed her life so the X-Men could escape and carry on Charles Xavier's dream for human and mutantkind to peacefully coexist.

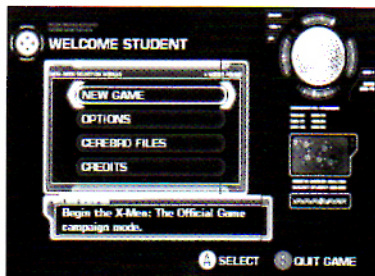
Now the X-Men must journey back to Alkali Lake for the missing Cerebro components. What they find there will shock them to their core. Ghosts from the past are still very much alive, and it's business as usual at Alkali Lake. The X-Men will soon discover that the facility itself isn't the only thing seemingly resurrected from the dead...

The battle lines are once again drawn among the X-Men, the Brotherhood and all mankind. Learn why Nightcrawler™ doesn't stand with his new allies, on the eve of their darkest hour. Experience epic Super Hero™ action, interconnecting storylines, fierce enemy battles, and a climactic ending that sets the stage for the earth-shattering events in *X-Men: The Last Stand*.



The hunt begins by creating a user profile to save your game progress. Enter a name using the +Control Pad and **A** Button to select letters. Highlight and select **Create** when you've entered your desired profile name.

Main Menu



New Game – Start a new game.

Select Mission – Continue an existing saved game or replay old missions.

Options – Change a variety of options, including sound and video.

Cerebro Files – View unlocked special features, such as the Danger Room missions.

Credits – Access the credits of the game.

Load Game

To load a game, select a pre-existing profile from the Profile Select screen. Multiple profiles can be saved, so feel free to return to this screen at any time using the **B** Button from the Main Menu.

Save Game

If you wish to save, you will be prompted to do so after the completion of every level or after any of the game's options are changed.

Note: If you Quit during a level, you will lose all gameplay data on your current level.

Selecting a Mission



Once you've created a profile, you can select your plan of attack. The strategy you select should be equal to your skill as a combatant and should reflect your mastery of your mutant ability. Novice, Hero and Super Hero difficulty levels are available at your discretion. In order to view each of the characters' traits, hold the **Y** Button while on this screen.

Pause Menu



Press **START** to access the Pause menu. In addition to taking a break from the action, the Pause menu allows you to access additional options, such as:

Continue – Return to current level and resume gameplay.

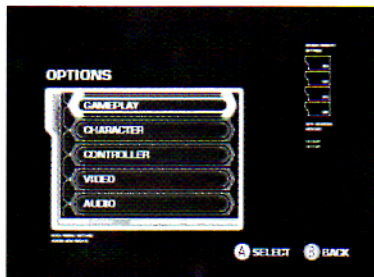
Restart – Restart the current level.

Options – View your current Nintendo GameCube Controller setup or change the game setup.

Quit – Quit the current level and return to Mission Selection.

Use the different directions on the +Control Pad and the **A** Button to highlight and select options, or just use the Pause menu to view your current objectives.

Options



Change many of the game settings and customize your gameplay experience in the following ways:

Gameplay – Toggle Rumble, X-Axis, Y-Axis and Controller functions on/off or invert.

Character – Change to different costumes for each character (unlocked during gameplay).

Controller – View Controller configurations.

Video – Alter video settings, like Brightness.

Audio – Adjust the music, sound F/X (SFX) and voice.

The Cerebro Files (Unlockables)

For the most ferocious, stealthiest or coolest of X-Men, rewards await you in the Cerebro Files. Here you'll obtain new and old costumes for the X-Men, as well as Danger Room missions where they spend their weekends training. Unlock each of Cerebro's files by finding hidden Weapon X tokens and Sentinel Tech pieces while on your mission.

Controls

Wolverine

Button	Action
A Button	Jump
B Button	Quick Attack
X Button	Knock Back Attack
Y Button	Heavy Attack
L Button	Fury
R Button	Block
Z Button	<i>Tap:</i> Claws In/Out <i>Hold:</i> Heal
+Control Pad →	Teammate Action
C Stick	Moves Camera
Control Stick	Movement Control
Start/Pause	Starts Game/Pause Menu

Nightcrawler

Button	Action
A Button	Jump
B Button	Punch
(Hold L Button) X Button	Teleport to Enemy
Y Button	Kick
L Button (Hold)	Target Lock
R Button	Quick Teleport
Z Button	Shadow Aura (Heal)
C Stick	Moves Camera
Control Stick	Movement Control
Start/Pause	Starts Game/Pause Menu
+Control Pad →	Teammate Action

Iceman

Button	Action
A Button	Boost
B Button	Ice Beam
X Button	Frost Shield
Y Button	Hailstorm
L Button	Select Target
R Button	Brake
Z Button	180° Reverse
C Stick	Look Back
Control Stick	Movement Control
Start/Pause	Starts Game/Pause Menu

Combo Moves

The X-Men have a variety of combat moves at their disposal. Be sure to use each of their talents to the fullest!

Wolverine

Button	Action
A + B Buttons	Jumping Light Attack
A + Y Buttons	Jumping Heavy Attack
A + X Buttons	Jumping Area Attack
B + Y Buttons	2 Hit Combo
B + B + Y Buttons	3 Hit Combo
B + B + B + Y Buttons	4 Hit Combo
R Button + Control Stick	Roll

Nightcrawler

Button	Action
L + B Buttons	Teleport Punch
L + Y Buttons	Teleport Kick
L + B + Y Buttons	Heavy Teleport Kick
L + A + Y Buttons	Different Heavy Teleport Kick
L + A + B Buttons	Different Teleport Punch
L + X Buttons	Teleporting Behind Enemy
A + A Button (Near enemy)	Pounce

On-Screen Display Icons



1. **Icon Prompt** – This area will display icons when appropriate. For example, when Nightcrawler approaches a console, a **B** Button icon will appear to show that the console can be used.
 2. **Health Meter** – The Health Meter shows your health status. The meter drains as you take damage and fills up as your health regenerates. The meter functions differently, however, depending on your character.
 3. **Fury Meter (Wolverine)** – As Wolverine, the more you attack successfully, the faster the meter fills up. Once the meter is full, press the **L** Button to activate Fury mode and unleash devastating attack combos against your enemies.
- Aura Cooldown Meter (Nightcrawler)** – When this meter is full, press the **Z** Button to activate the Shadow Aura, which allows Nightcrawler to heal himself.

Boost Meter (Iceman) – Unlike with the other two characters, this meter decreases as Iceman slows down. If Iceman is not moving fast enough, he'll become unable to attack.

Lower Left-Hand Corner – You'll often be aided by one of your fellow X-Men. When this happens, their Health and Energy Meters will be displayed in the lower left-hand corner of the screen. Be aware of your teammate's stats, not only are they a fellow mutant, but they're critical to the success of your mission!

Tech and Tokens – As you progress through the game, you'll encounter a number of collectible icons throughout the various levels. The Weapon X tokens unlock the character's street costume, while the Sentinel Tech unlocks the comic costume. For hidden items, check any breakable objects, look behind objects and in out of the way locations.

Mini-Map



The mini-map will help keep you on track and out of trouble, pointing out the locations of both enemies and objectives in the immediate area.

Blue Arrow – Shows player character position and facing.

Green Arrow – Shows friendly character position and facing.

Red Arrow – Shows enemy character position and facing.

White Arrow – Shows direction of current objective.

White Dot – Shows position of current objective.

Mutant Evolution

Based on the level of difficulty each mission is played at, different amounts of mutations are rewarded at the end of the missions. If any mutations are acquired, then you're given access to the Mutant Evolution screen. Here, use the +Control Pad $\leftarrow \rightarrow$ to highlight the mutation and the **A** Button to select it and continue to the next mission. If you make a mistake, you can use the **Y** Button to de-select the mutation.

Wolverine

Health – Increases size of Health Meter.

Strength – Increases attack damage.

Blocking – Increases the amount of damage Wolverine can block before being hit.

Healing Factor – Increases the regeneration speed of the Health Meter.

Fury – Increases the duration of Wolverine's Fury.

Nightcrawler

Health – Increases size of Health Meter.

Brawling – Increases ground attack damage.

Precision – Increases jump attack damage.

Relocation – Decreases the amount of time between Teleport Behind Enemy attacks.

Shadow Aura – Decreases the duration between Shadow Aura uses.

Iceman

Health – Increases size of Health Meter.

Ice Beam – Increases Ice Beam attack damage.

Hailstorm – Increases Hailstorm attack damage.

Ice Healing – Increases the regeneration speed of the Health Meter.

Balance – Decreases Iceman's chances of falling.

Gameplay Tips

- Wolverine can be very effective at knocking back large numbers of enemies by using the **X** Button. This attack doesn't inflict a great deal of damage, but it's invaluable when fighting large groups of enemies at one time.
- If Wolverine is being attacked by long-range shooters, he can activate his Fury mode (the **L** Button) and perform a lunge move by pressing the **Y** Button. This allows Wolverine to essentially jump across the room and eliminate enemies who are attacking him from a distance.
- Wolverine can be very efficient at evading enemies by performing a roll. Pressing the **R** Button + the **Control Stick** allows Wolverine to roll in whichever direction the Control Stick is pressed, providing a useful tool when being attacked by large groups of enemies.
- Nightcrawler's best ability is teleportation. Don't be afraid to back off from an enemy just to use another teleportation attack!
- Be sure to vary Iceman's attacks. He is more effective when using his Hailstorm attacks in conjunction with his Ice Beam attacks.

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Creative Director
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Creative Director
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Executive Producer
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MK Productions

CINEMATIC WORK

Executive Producer & Chief Executive Officer
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Director
Peter Hermann

XPEC Entertainment, Inc.

ARTWORK

Supervisors
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Binge Wang
Warren J. Fu

Additional Music

Suite from X2
Composed by John Ottman
Courtesy of Twentieth Century Fox
Film Corporation

Customer Support

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

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

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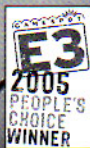
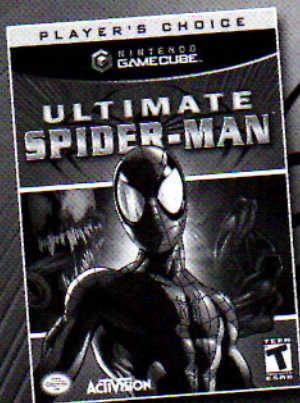
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