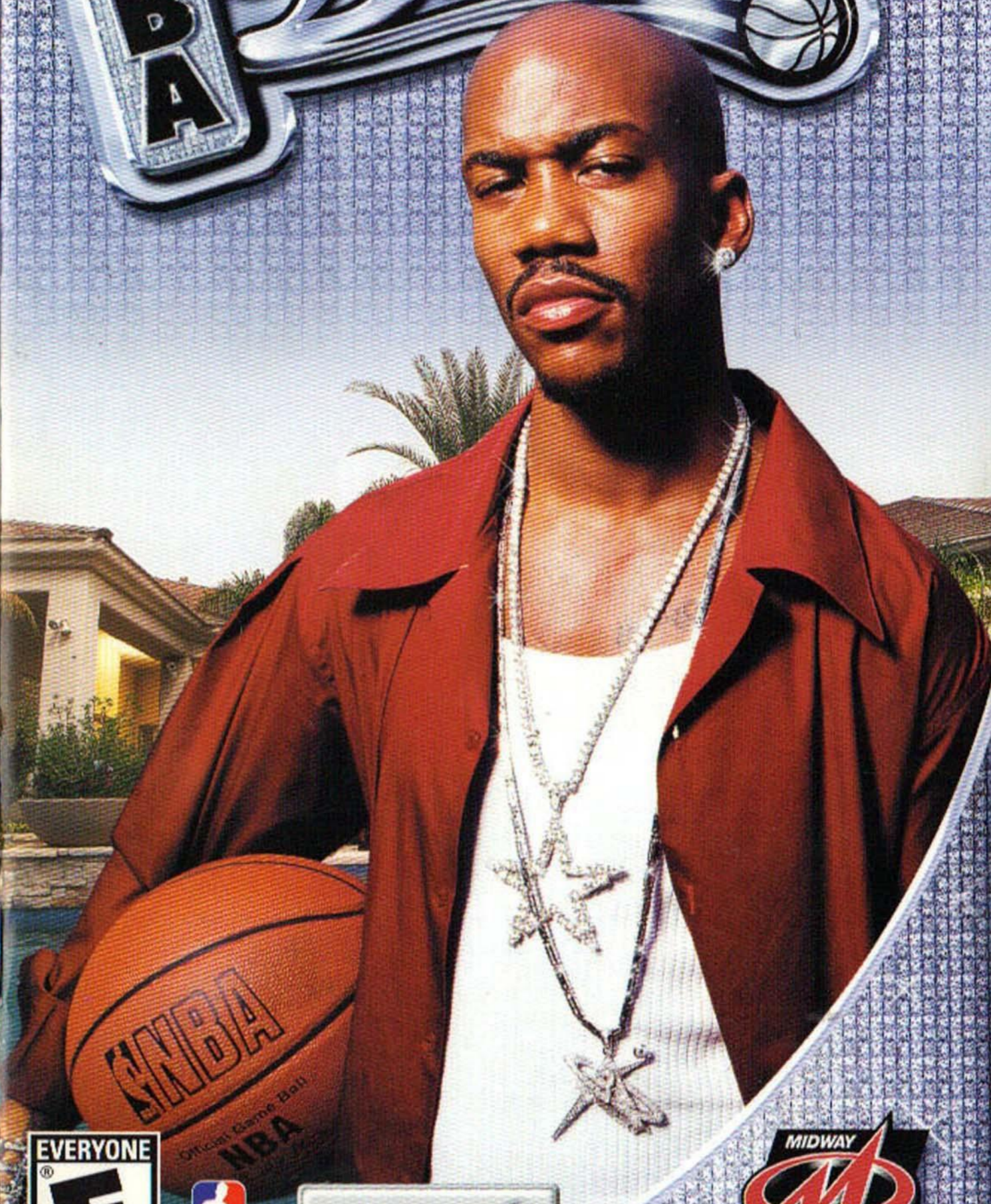


NBA Ballers

NBA Ballers

In-Game Soundtrack

- Point Game - You A Baller Right
- Raskal - Ballin' Out Of Control
- Nikki F. CI - Holla At Me
- Jatts - Skillz Like This
- Ness Lee - Inside The Game
- Kenny Knox - Shake The Glass
- Big Gov - Rags To Riches
- Phife Dawg - NBA Ballout
- Jelly Joe - Floss Out
- Jatts - B-Ball
- 4Pound - Itz On Now
- Buck - So You Wanna Be A Baller
- Jsin Sinatra - Where You At
- Jax - We Can Do This
- Ness Lee - My House
- Phife Dawg - n-Swiff - N.B.A.
- NBA Ballers Theme
- Phife Dawg - I'll Not Lose
- Phife Dawg - I'll Not Lose
- Phife Dawg - I'll Not Lose



EmuMovies

MIDWAY HOME ENTERTAINMENT INC. • 675 SYCAMORE DRIVE, MILPITAS, CA 95035 • NBABALLERS.COM

NBA Ballers © 2004 Midway Amusement Games, LLC. MIDWAY, the MIDWAY LOGO and BALLERS are trademarks of Midway Amusement Games, LLC. Used by permission. Portions of this software are Copyright © 2004 EmuSoft Software Ltd. and its Licenses. The NBA and individual NBA member team identifications used on or in this product are trademarks, copyrights, designs and other forms of intellectual property of NBA Properties, Inc. and the respective NBA member teams and may not be used in whole or in part without the prior written consent of NBA Properties, Inc. © 2004 NBA Properties, Inc. All rights reserved. This product contains software technology licensed from GameSpy Industries, Inc. © 2004 GameSpy Industries, Inc. All rights reserved. C4GILL, AC, ESCALADE, XLR and the Call Logo are the "marks" and the "marks and great" by: GameSpy Industries, Inc. and used under license by Midway Amusement Games, LLC. Includes Logitech® USB Audio Technology. Midway Amusement Games, LLC and its affiliates do not monitor, enclose or accept responsibility for the content of a non-Midway website. GameSpy Industries, Inc. is not responsible for the content of a non-Midway website.



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.

<i>get started</i>	2
<i>starting up</i>	3
<i>controls</i>	4 - 6
<i>main menu</i>	7
<i>profile menu</i>	8
<i>inside stuff</i>	9 - 12
<i>options</i>	13
<i>online</i>	14
<i>online / tv tournament</i>	15
<i>rags to riches</i>	16
<i>pre-game</i>	17
<i>on the court - the display</i>	18
<i>pause options</i>	19
<i>online user agreement</i>	20 - 21
<i>credits</i>	22 - 23
<i>warranty</i>	25



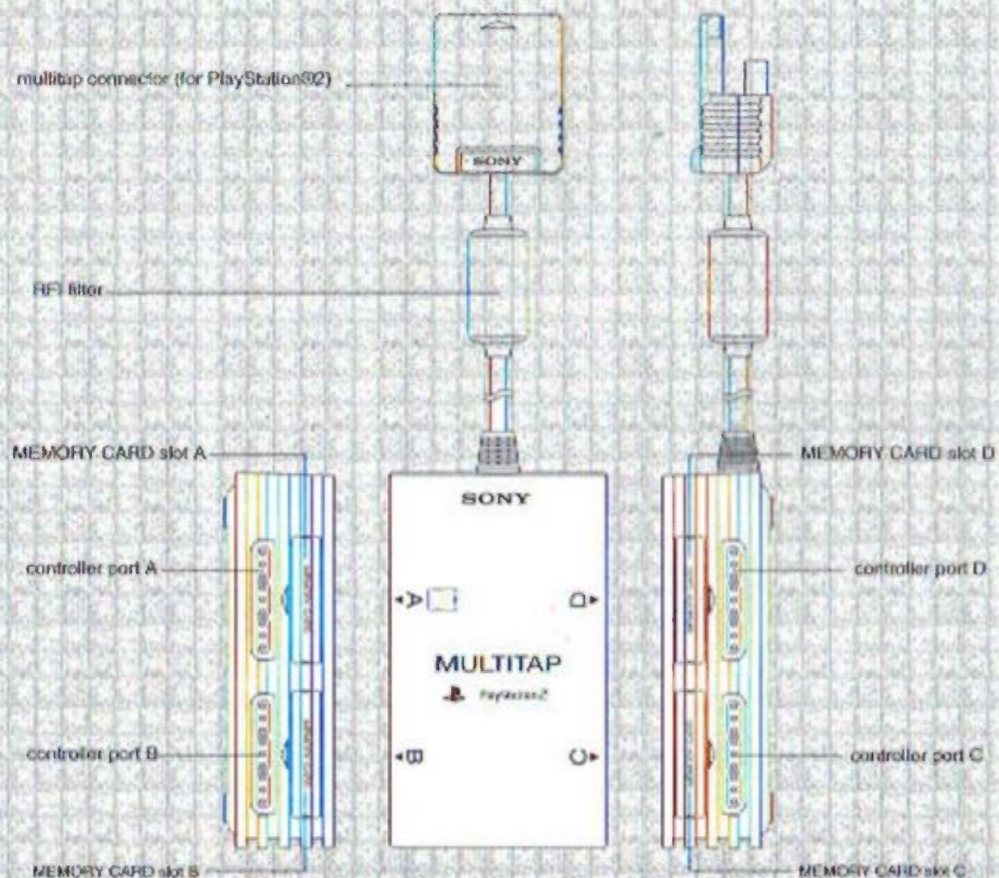
Set up your PlayStation®2 computer entertainment system according to the instructions in its Instruction Manual. Make sure the MAIN POWER switch (located on the back of the console) is turned ON. Press the RESET button.

When the power indicator lights up, press the OPEN button and the disc tray will open. Place the Ballers 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 using the software.

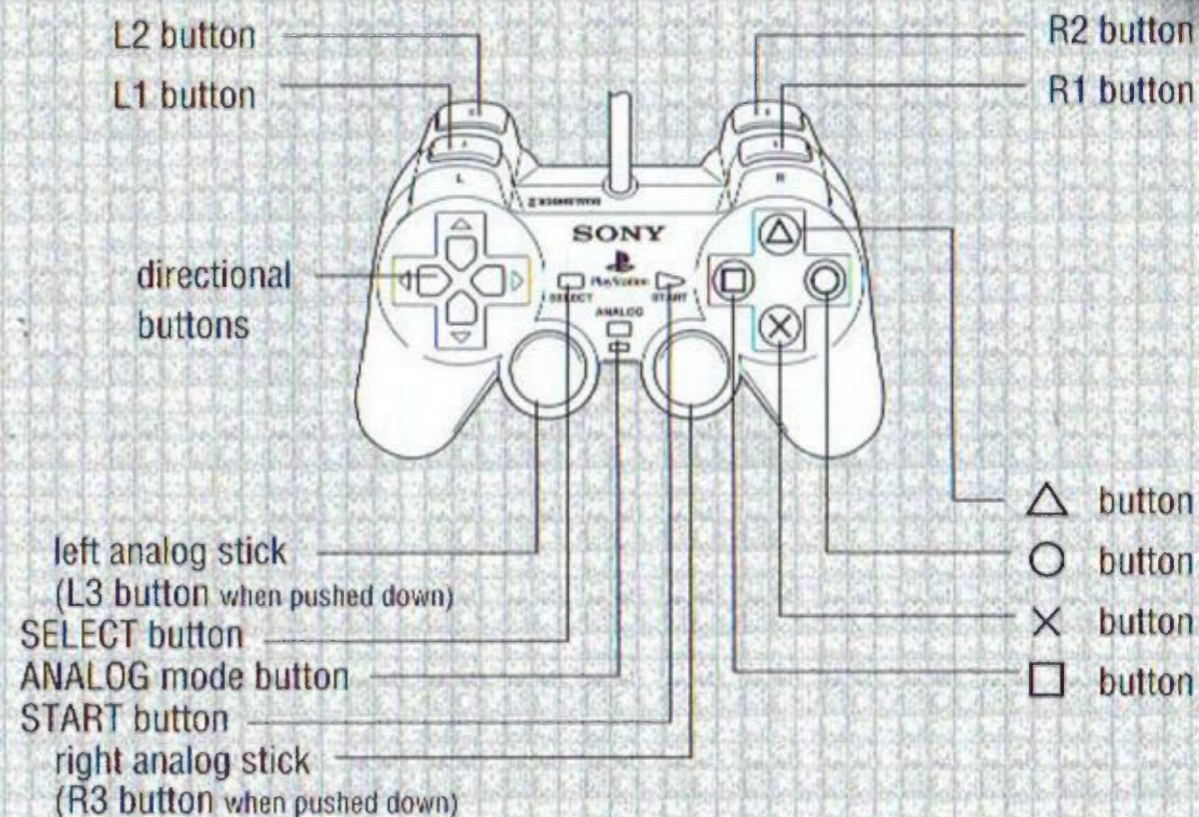
Multitap (for PlayStation®2) Compatible

NBA Ballers supports up to 3 players using a single multitap plugged into controller port 1 only.

Multitap (for PlayStation®2)



DUALSHOCK®2 ANALOG CONTROLLER CONFIGURATIONS



NBA Ballers does NOT recommend or support "Analog Joystick" controllers that are not DUALSHOCK®2 analog controllers.

MENU/SUB-MENU NAVIGATION

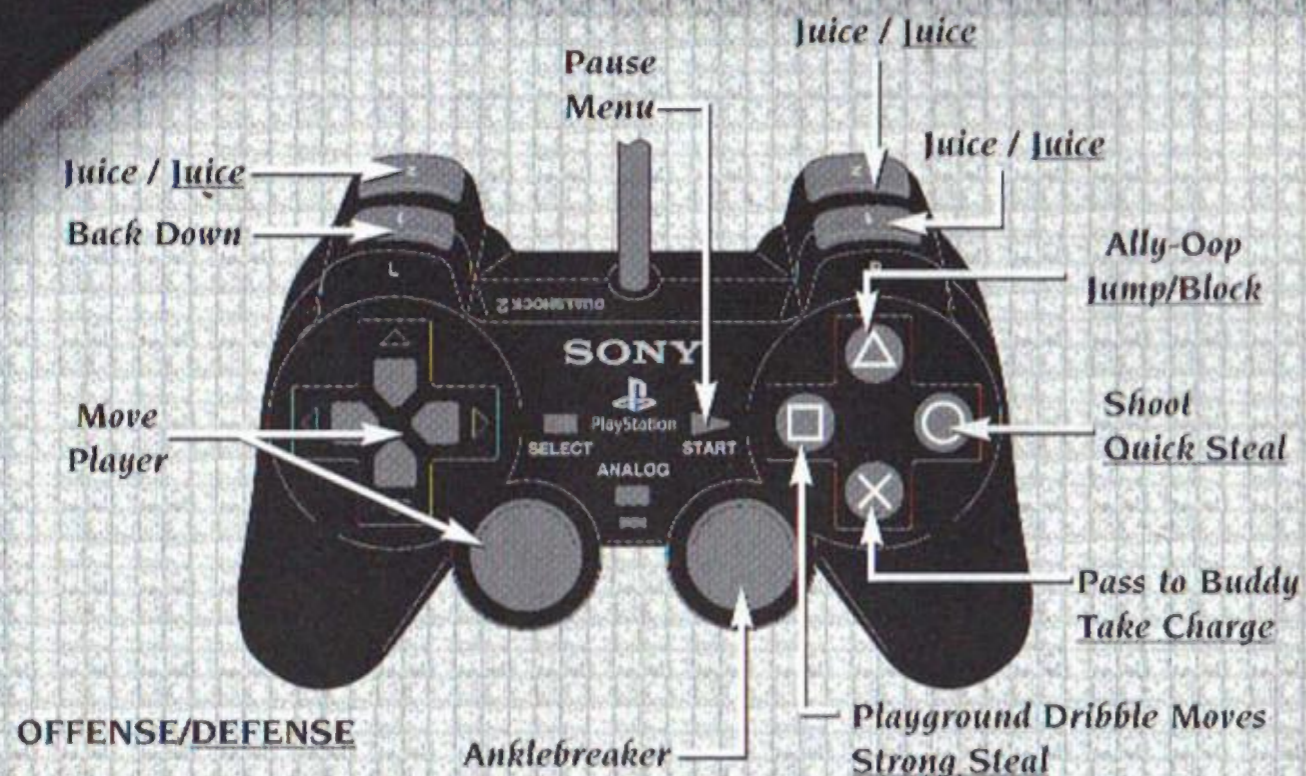
Throughout this manual, ↑, ↓, ← and → will signify pressing Up, Down, Left and Right on the directional buttons. To navigate through the game menus (i.e. Options), use the directional buttons (↑, ↓, ← or → depending on the menu) to highlight a selection.

QUITTING A GAME IN PROGRESS

During the game, press the button to display the Pause Menu. Press the directional buttons ↑ or ↓ to select Exit Game, then press the button. To confirm exiting the game, press the button again to go to the Main Menu.

VOICE CHAT/USB HEADSET

This product allows the use of the USB headset (for PlayStation®2). Other users with voice chat capabilities will have a headset icon next to their username. To use your headset, it must be plugged in your console before an online match is started. To turn your headset on or off, toggle the L3 and R3 buttons simultaneously. Voice chat is only available while in a match. For more information regarding the Online feature of the game, see pg. 14.



Basic Offensive Controls

- = Shoot
- △ = Ally-Oop
- × = Pass To Sideline (If Available)
- = Playground
- L2 / R1 / R2 = Juice
- L1 = Back 'Em Down
- right analog stick = Ankle Breaker

Basic Defensive Controls

- = Quick Steal
- △ = Block / Rebound
- × = Take Charge
- = Strong Steal
- L2 / R1 / R2 = Juice

Basic Offensive Moves

LEANER: Press and hold directional button or left analog stick toward the hoop and press the ○ button. This is a lower percentage shot.

FADE AWAY JUMPER: Press and hold the directional button or left analog stick away from the hoop and press the ○ button. This is a lower percentage shot.

HEAD FAKE: Tap the ○ button while stationary. If your opponent bites go up for the shot or dish it off to the sidelines and call for the ally oop!

HOOK SHOT: Press the ○ button while running perpendicular to the hoop.

DUNK/LAY-UP: Hold the directional button or left analog stick toward the hoop and press the ○ button.

DIVE (LOOSE BALL ONLY): While the ball is loose, press any Juice button + the × button.

FREE THROW: First, press the × button to dictate how much power you put into the shot. Press the × button again to dictate how far left or right your shot will go. Try stopping the meter in the middle of each color for a perfect free throw!

Basic Defensive Moves

QUICK STEAL: Press the ○ button while on defense to perform a quick steal.

STRONG STEAL: Press the □ button while on defense to do a strong steal.

BLOCK: Press the △ button while on defense. Depending on your player's blocking ability, you can actually steal the ball out of the air on a shot or lay-up.

TAKE CHARGE: Press and hold the × button to setup and hold position for a charge. If your opponent does an ankle breaker into you while you are in the take-charge stance, you can draw the foul.

Advanced Offensive Moves

PLAYER SPECIFIC DUNKS AND LAY-UPS: Any combination Juice + the ○ button (while in the paint) will make your player execute a dunk or lay-up that is specific to him.

DOUBLE CLUTCH SHOT: During a dunk, press the ○ button to transition into a lay-up.

ALLY-OOP: Press the △ button to toss the ball up in the air for an Ally-Oop. Run toward the hoop while the ball is airborne and your player will automatically jump up and attempt to dunk it.

PASS TO SELF: Press and hold any of the two Juice buttons, then press the × button.

SPECIAL SHOT: Press the L2 button + the ○ button to perform a special shot (must be done outside the key).

PASS TO THE SIDELINE: If your player has a buddy on the sideline you can press the × button to pass the ball to him. While your friend is in possession of the ball there are several different moves you can do, but do it quickly! Your friend can only hold onto the ball for a few seconds.

WHILE YOUR BUDDY HAS THE BALL YOU CAN:

Press the × button to have him pass the ball back to you.

Use the right analog stick to juke and try to get open

Press the □ button to have him lob it up for an ally-ooop.

BACK 'EM DOWN: Press the L1 button to get into position. Press the × button repeatedly to move toward the net. Press the right analog stick away from opponent to spin out and take the shot or move on to something else.

ONCE YOU'RE BACKING DOWN YOUR OPPONENT:

Tap the × button to move yourself and your opponent forward.

Press the right analog stick away from your opponent to spin out.

Press the △ button to perform a pump fake.

Press the ○ button to shoot.

PUT-BACK DUNK: Run under the rim and press any Juice button and the **△** button.

NOTE: The Put-Back Dunk is only available for certain players. This ability must be purchased when creating a player.

TAUNT: Press and hold the **L2** button, then press the right analog stick in any direction (except away from the rim). A Taunt increases your 'house' meter and replenishes a small amount of juice. Be careful, this move will leave you vulnerable to an easy turnover.

ANKLE BREAKER: Press the right analog stick in any direction. The ankle breaker moves are all screen relative, so if you want to juke forward press the stick towards the hoop, backwards away from the hoop, etc.

Act A Fool Moves

PLAYGROUND: Press the **□** button for 1 of 30 different playground juke moves.

OFF THE HIZZLE: Hold the **R1** button, and press the **□** button to throw it off of your opponent's head.

OFF THE HIZZLE TO OOP: Hold the **R2** button, then press the **□** button to bounce it off of your opponent's head and up for an ally-oop.

ROBOTRON: Hold **R1 + R2 + L2**, then press the right analog stick in any direction.

ACT A FOOL: Hold the **L2** button, then press the **□** button (close to your opponent). Try combinations of the **L2** button and the Juice buttons along with the **□** button for different moves.

Advanced Defensive Moves

PUSH: Hold any Juice button, then press **○** button. Each time you push or grab your opponent you earn a foul.

THROWBACK: Hold any Juice button, then press **□** button when you're near an opponent.

WHILE BEING BACKED DOWN: If your opponent starts backing you down, press the **×** button as fast as you can to push him back.

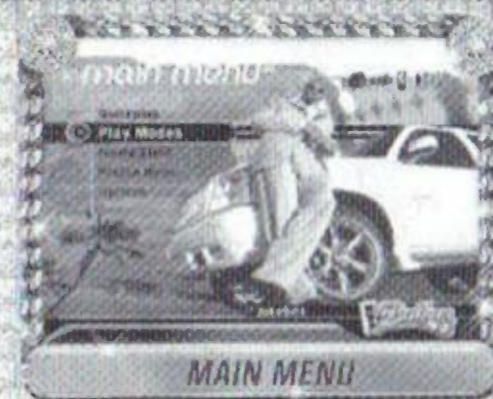
SHATTERIN' THE EGO: Press the **×** button when your opponent starts his "act a fool" or "off the hizzle" move to interrupt it and take the ball. It's a Combo Breaker!

GAFFLIN' THE PASS: If your opponent passes to a sideline character, position yourself between him and your opponent. Your character will try to intercept the ball.

GRAB REBOUND: If a ball is rattling around the rim, press the **△** button.

BIG JUMP: Hold juice, then press the **△** button.

FREE THROW WHAMMY: Press any button while your opponent is taking a free throw to vibrate his controller and throw him off.



The Main Menu includes options you'll need to set up your NBA Ballers games. Read below for details on the options found on the Main Menu.

QUICKPLAY

The Quickplay option allows you to jump right into a Versus game. You'll select the number of Human players. The game will then automatically select players and venues.

PLAY MODES

Versus

In Versus mode, you'll pick from NBA Ballers of the past and present for a 1-on-1 match. You'll also select from available arenas.

1 vs 1 vs 1

This is NBA Ballers' 3 player game mode. Three players will each select a Baller then select one arena. The first player to score 11 wins the match. You'll need a multitap to gain access to a third controller (see **MULTITAP COMPATIBLE**, pg. 2). You can also play against 1 or 2 CPU controlled players.

TV Tournament

See **TV TOURNAMENT**, pg. 15.

Rags to Riches

See **RAGS TO RICHES**, pg. 16.

Practice

NBA Ballers' Practice mode allows you to select a Baller and an opponent. You can then practice your moves and shooting. Perform tricks prior to each successful shot, and you'll get an idea of the kind of Credits you can earn for purchasing cool stuff using the Inside Stuff option (see **INSIDE STUFF**, pgs. 9 - 12). Credits earned in Practice mode can not be used for purchases, but you'll see what kind of Credits you can accumulate, as well as some of the cool moves in the game.

INSIDE STUFF

See pages 9 - 12.

PROFILE MENU

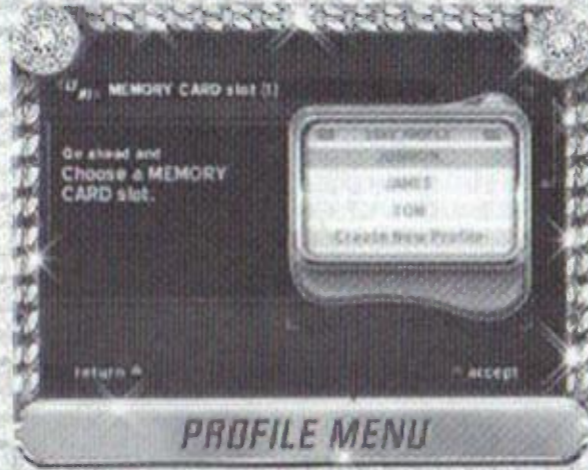
See next page.

Create/Save Profile

NBA Ballers lets you save accumulated data to your memory card (8MB) (for PlayStation®2). We highly recommend using a memory card to enjoy the many features you'll find in this game.

Each time you start the game on your PlayStation®2 computer entertainment system, the game will read your memory card, making it available for saving data. At the Profile Menu, you can Save or Create Profiles. Press the **L1** button or **R1** button to choose a memory card (if you have more than one inserted).

If you choose to create a Profile, the in-game keyboard will appear. Use it to spell out the name you want to use, then select END. It will then be available for use as a user profile.



Load Profile

If you already have a created user profile, it will be listed for selection when you choose LOAD PROFILE. The Status column will let you know if the data has been saved or needs saving. Simply highlight the unsaved data, and press the **X** button.

Unload Profile

Whenever you have a profile loaded, you'll have the opportunity to work with it. If you don't want it loaded, select this option, then select the profile. You'll be prompted to unload the entire profile.

As you save more and more data to the memory card, you'll need to keep track of the space available on the memory card.

The Profile Menu appears in several instances within the game, so you can always refer to this portion of the manual for reference.

It is advised that you do not insert or remove peripherals or memory cards once the power is turned ON. Make sure there is enough free space on your memory card before commencing play.

The Inside Stuff Screen is the place to go to use the Credits you've earned to sign players and acquire cribs or to create a player. Use the directional buttons to select options, then press the **X** button to make selections. In some cases, menus will require pressing the **L1** button and **R1** button to cycle categories.



Before entering the Inside Stuff menu, the Profile screen will be displayed. If you have a profile created already, select it to go to the Inside Stuff menu. If you don't have a profile, select CREATE NEW PROFILE. Use the directional buttons to spell out the name of your profile, then select END. Select the new profile to go to the Inside Stuff menu.

Here's the rundown:

SIGN A BALLER

Got a lot of Credits burning a whole in your pocket? Use this option to unlock some of your favorite NBA players. They'll then be available for Versus, 1vs.1vs.1 and TV Tournament game modes. You'll notice that some players are unlocked by default.

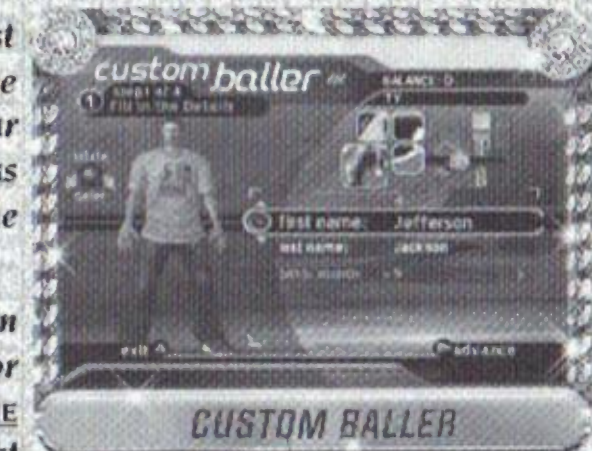
CUSTOM BALLERS

This is your opportunity to create the kind of baller you'd like to use in the game. Once created, this Baller will be selectable in Versus, 1 vs. 1 vs. 1 and TV Tournament game modes. It takes 4 steps to customize your Baller:

Step 1: Fill in the Details

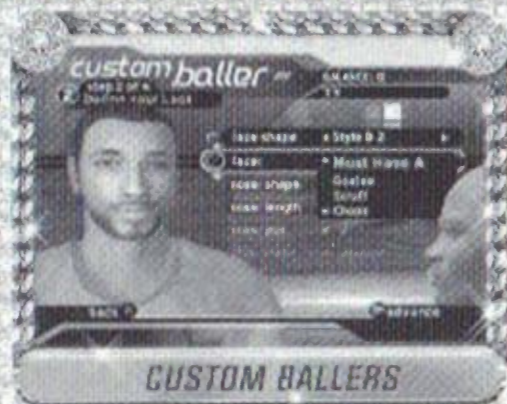
For both Name options, select your Baller's First or Last name, then press the **X** button access the keyboard. Spell out the names you'd like for your Baller, then select END to return to the previous menu. Press the **START** button to advance to the next screen.

For the rest of the options (other than NICKNAME), press the directional buttons **←** or **→** to modify the setting. For the NICKNAME option, press the **X** button to view and select from a preset list of available nicknames.



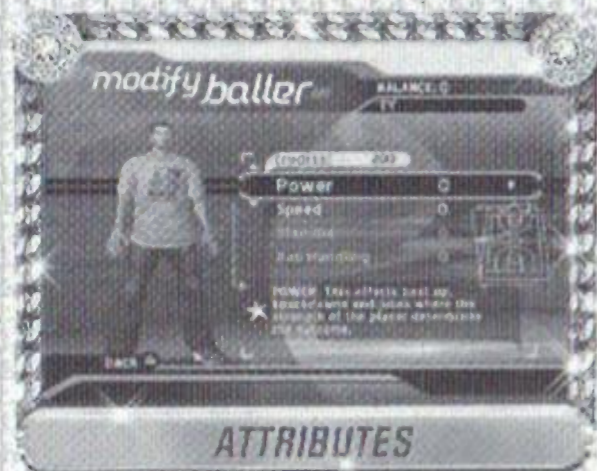
Step 2: Define Your Look

Highlight an option, then press the directional buttons ← or → to modify the setting. As you define your Baller's look, you'll see the changes take place on the screen. Press the **START** button to advance to the next screen.



Step 3: Develop Your Skills

This option allows you to distribute points to specific player skill attributes. You decide how strong or weak your created player's skills will be. Once you've acquired some Credits, you can come back to this option, and purchase more points to boost a player's attributes.



By default, you'll start out with **400** points to distribute to your created player. Highlight an attribute, then press the directional buttons ← or → to increase or decrease the points given to an attribute. Repeat this process to distribute the points the way you want.

You can only distribute a maximum of **35** Attribute Points to each category during the creation phase. Once, your finished adjusting points, press the **START** button to advance to the next screen.

NOTE: In Rags to Riches, the attributes must be earned on the court. You may not acquire them with credits.

Step 4: Review Your Work

Before you finish customizing your Baller, review your work. If you need to go back and change something, press the **△** button to return to a previous menu.



MODIFY BALLER

Once you have created and saved your Baller, this menu will be displayed. It's also displayed if you select a previously saved Baller from the Custom Ballers option. Use this menu to make changes to your saved, customized Baller.

Attire, etc.

Keep your Baller looking sharp by changing his facial features, clothes and his bling. Select an item to view available (selectable) and unavailable items (in grey). Not all items are free, so the amount of Credits you'll need for a particular item is displayed.

Skills

As you gain more Credits, you can use this option to add more Attribute Points to your Baller's skills. This will let you continue to make him a better player on the court. See **STEP 3: DEVELOP YOUR SKILLS**, pg. 10).

NOTE: In Rags 2 Riches, your skills will upgrade automatically based on how you play.

Rides, Friends, Etc.

Once you've acquired some Credits, come back and check out this option. You can turn in your Credits for an entourage, some cool rides or set up some **SPECIALS** that will spice up your play on the court.

SPECIALS

Highlight an ability, then press the **⊗** button to activate it. Press the directional buttons ← or → to turn a Special On or Off. Here are the Specials:

- HOT SPOT** - Pick a spot on the floor where your scoring chances increase
- FIRE MODE** - Make it possible for a player to catch fire
- BACK-IN MODE** - This mode allows you to post up your opponent
- LEGAL GOALTENDING** - You're allowed to goaltend any shot (only one legal goaltend allowed per round)
- EXTRA MOVES** - Pull off moves not available in the default moves list
- PUT BACK DUNKS** - Allows you to dunk your missed shots
- STUNT DUNKS** - Perform some inhuman dunks
- PASS TO FRIEND** - Pass to a friend standing off-court then get it back
- 2x JUICE REPLENISH** - Your Juice replenishes twice as fast
- SUPER BLOCKS** - Get way up there to block shots
- ALLY-OOP** - Perform amazing ally-oops

NOTES:

- These moves must be purchased before you can use them.
- A good way to experiment with Specials is to pick any NBA player that has the Special you want to try.



ACQUIRE A CRIB

Use your growing Credits to acquire a home. Press the directional buttons **↑** or **↓** to change homes and the background will change, giving you a nice look at your new crib. You'll notice that some cribs are already unlocked by default.

GARAGE

It's time for a new ride. Use your accumulated Credits to select a new car. Press the **LS** button and **RT** button to cycle the cars, then select a color. Colors will only be selectable if you have enough Credits to select the car.

COLLECTIBLES

NBA Ballers includes a gallery of images you can unlock and view. Choose MAGAZINES, FRIENDS, BIG SHOTS or MIDWAY, then work toward unlocking the collectibles. To find out what is required for unlocking an image, highlight the blank image and press the **⊗** button. Text will describe what is required to unlock the image. Completing image sets unlocks certain players.

BALLER'S CINEMA

The Baller's Cinema includes the OPENING MOVIE, PLAYER MOVIES, CREDITS listing the names of the people who worked toward creating Ballers, as well as some DVD EXTRAS.

PHRASE-ODOGY

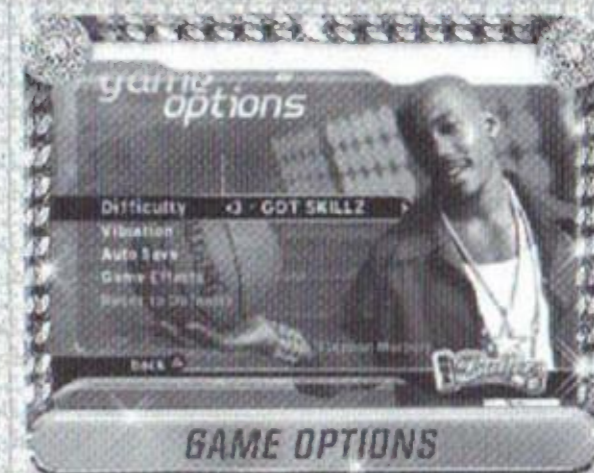
Codes, Codes, Codes! NBA Baller's Phrase-ology option allows you to select up to four words to unlock special features in the game. Highlight a word, then press the **⊗** button to select it. Select up to four words to create a phrase. In some cases, one or two or three words will work.

Ballers Phrase-ology can be found in Strategy Guides, Magazines, the internet or with a little experimentation on your part.



AUDIO OPTIONS

Highlight an option, then press the directional buttons **←** or **→** to increase or decrease the Game FX, Player Chatter, In-Game Music, Announcer, Crowd, Menu Music or Pause Music. You can also change the Audio Output to Stereo or Mono.



GAME OPTIONS

Make adjustments to the game's default settings.

Difficulty

Select from 5 difficulty settings, ranging from Pretender to NBA Baller .Level 3, GOT SKILLZ, is the default difficulty setting).

Vibration

Turn the controller vibration On or Off.

Auto Save

Turn the game's Autosave feature On or Off. When On is selected, the game will automatically save your game settings.

Effects

Select OLD SKOOL to play with all visual special effects turned on. For a more "simulation" style play experience, select NEW SKOOL. This will turn off most of the special visual effects.

GETTING STARTED

NBA Ballers' new Online feature allows you to connect to the Internet and play a 1-on-1 game against other players online. In order to access NBA Ballers's Online mode, you will need a network adaptor (Ethernet/modem) (for PlayStation®2), a memory card (8MB) (for PlayStation®2), and a broadband connection to the Internet from an Internet service provider (ISP). Use the following procedure to log on:

Choose Online listed on the Main Menu screen to view the Network Setup screen. If there is an existing configuration file beneath the "CHOOSE YO' CONNECTION" header, select it to enter the NBA Ballers Network Login screen. If Create or Modify is the only selectable option, select it and follow the instructions within the Add Settings listing on the Networks Settings screen to properly configure your PlayStation®2 computer entertainment system for online play.

NOTE: During Online Setup, you cannot edit or delete AOL network settings. Also, you'll be required to view and accept the terms and conditions. Online service for this title is guaranteed only through April 5th, 2005.

NETWORK SETTINGS

- ADD SETTINGS** - Follow on-screen instructions to configure Internet settings.
- EDIT SETTING** - To make changes to your settings, follow on-screen instructions.
- DELETE SETTING** - Delete settings you'll no longer need.
- TEST CONNECTION** - To make sure you've successfully entered your setting, put the settings to the test.

Note: Network setting(s) can be created using the network adapter start-up disc (SCEA) network adapter utility disc (SCEE) included with the SCE network adapter.

Network Compatibility

NBA Ballers supports Online gameplay using the network adaptor (Ethernet/modem) (for PlayStation®2) to connect to the network. The in-game networking uses the official IANA registered Ps2 UDP port number:

ps-ams 3658/udp PlayStation AMS (Secure). Within a GameSpy room, your local host ping information will be unavailable to other players if you are behind a NAT/firewall. GameSpy room pings require UDP Port 13139 to be open for unsolicited UDP.

LOGIN

On the NBA Ballers Login screen you'll have three options: **LOG IN TO NBA BALLERS**, **NEW ACCOUNT** or **DISCONNECT**. If this is your first time playing NBA Ballers online, or you want to create a new account, select **NEW ACCOUNT**. Enter your **USERNAME** and **PASSWORD**.

Once you're finished entering a birthday, name, password, city and state name it will prompt you if you want to save this account to a memory card. If you have an existing account choose **LOG IN TO NBA BALLERS**, then enter your previously created **USERNAME** and **PASSWORD**. Access your memory card to load previously saved player profiles.

NBA BALLERS CENTRAL

At the NBA Ballers Central screen you will find two playable modes: **BALL COURT** and **TOURNAMENT**. You can check out the **BEST OF THE BEST**, view the **LEAGUE LEADERS**, visit the **NBA BALLERS HALL OF FAME** and stay current on all NBA Ballers news & updates. If you select the **BALL COURT** option, the Ball Court Lobby screen will be displayed. You can then challenge other players connected to the network. If **TOURNAMENTS** is selected, you can find a game and view the standings.

ONLINE (CONT.)

Voice Chat/USB Headset

This product allows the use of the USB headset (for PlayStation®2). During gameplay, if your USB headset is plugged into your PlayStation®2 console, and you are not able to chat with your opponent:

1. Your opponent may not have a USB headset connected to their PlayStation®2.
2. You and your opponent may have a low quality connection to each other.

TV TOURNAMENT

This is where you'll unlock NBA players by winning tournaments. The opponent at the top of each ladder is unlocked to your roster once you defeat him. First, you'll need to select an episode. Each episode has a different set of tournament opponents and a prize.

Enter Profile

Before entering the tournament, the Load Profile screen will be displayed. If you have a profile created already, select it to go to the Tournament screen. If you don't have a profile, select **CREATE NEW PROFILE**. Use the directional buttons to spell out the name of your profile, then select **END**. Select the new profile to the Tournament screen.



The Tournament

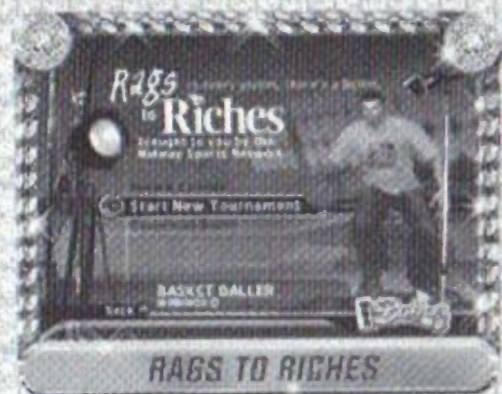
The Tournament screen displays three NBA players who represent your final opponent. Each final opponent represents an episode of the tournament. Press the directional buttons **←** or **→** to select an episode. Details on the episode are displayed. Press the **⊗** button to make a selection.



At the Baller Selection screen, press the directional buttons **↑** or **↓** to scroll through available NBA Ballers, then press the **⊗** button to select. Press the **⊙** button to preview your opponents.

At the Match-Up screen, you can enter codes for power ups or special abilities. See **ENTERING CODES**, pg. 17. As you win matches, you'll continue to play until you've either lost a match or won the tournament. As you collect prizes, remember to use the Inside Stuff option to use your winnings (see **INSIDE STUFF**, pg. 11-12).

This game mode is NBA Ballers' career mode where you can create a baller, then play games to earn Credits and prizes. You'll then spend those earnings to live the good life with mansions, cars, jewels and even an entourage, but you'll need to earn it on the court!



Before you can get started, you'll need to Create or Load a profile. If you have a profile created already, select it to go to the Rags to Riches screen. If you don't have a profile, select **CREATE NEW PROFILE**. Use the directional buttons to spell out the name of your profile, then select **END**. Select the new profile to go to the Rags to Riches screen.

REVIEW EPISODE

This option will give you an opportunity to review your progress in Rags to Riches. It includes selectable movies that you've unlocked during the progression of your Rags to Riches story.

CUSTOMIZE BALLER

This option allows you to spend your riches to shed those rags. As you win matches and progress through the story, your earned Credits will be displayed at the bottom of the screen. See **CUSTOMIZE BALLER**, pg. 9, for details on customizing your baller.

Play-Per-View

The Play-Per-View screen is used to get an overview of your progression through the Rags to Riches story. It displays the current Tournament you're playing in, as well as past and upcoming tournaments. Press the directional buttons **←** or **→** to highlight each tournament. Information about each tour is displayed below.



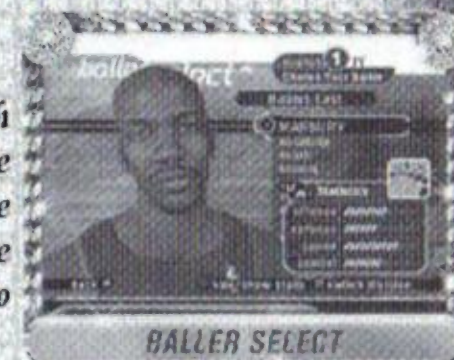
NOTES:

- You can only select the current tournament you're involved in. You can't select previous or future tournaments. The Play-Per-View screen is a nice map of the tournaments you can use to check your progression.
- In Rags to Riches mode, your Ballers attributes automatically upgrade, based on the way you play after the initial attribute assignment. For example, to be a better 3 pt. shooter, you must attempt and make a lot of 3 pointers.

Prior to a **VERSUS** or **I VS I VS I** game, you'll need to select a Baller and a Crib for your match. Once you've done that, you can enter special codes just before the match begins. Here's how to do it all:

BALLER SELECT

Press the directional buttons **↑** or **↓** to scroll through the available NBA Ballers. Press the **□** button to cycle between the divisions, then press the **⊗** button to make a selection. Do the same for your opponent if you're playing the CPU. If you're playing a friend, let him do it. The Select a Crib screen will appear.



SELECT A CRIB

NBA Ballers includes some great venues for playing your matches. You'll select one of many home courts. Press the directional buttons **↑** or **↓** to scroll through the available cribs. Feel free to press the **⊙** button for details on the crib.

Custom Rules

After you select a crib, you'll select from a list of custom rules for your match:

- | | |
|--------------------------|--|
| FREE FOR ALL | - No clearing and no ball checks |
| DO OR DIE | - One round wins all. |
| BREAK THIS! | - While "On Fire", any shots scored will subtract the same amount from your opponent's score. Remember to select a player that has the "On Fire" Special, or this rule won't work. |
| GOALIE MATCH | - Goaltending is allowed. |
| CLEARLY CLEAN | - No ball clears |
| NO FOULS | - Play a game without fouls. This means no free throws. |
| CHANGE EVERYTHING | - Allows you to customize everything |

Press the **⬅** button to back out and return to the Select a Crib screen. When you're ready, press the **⊗** button to go to the final Pre-Game screen to enter any codes.

ENTERING CODES

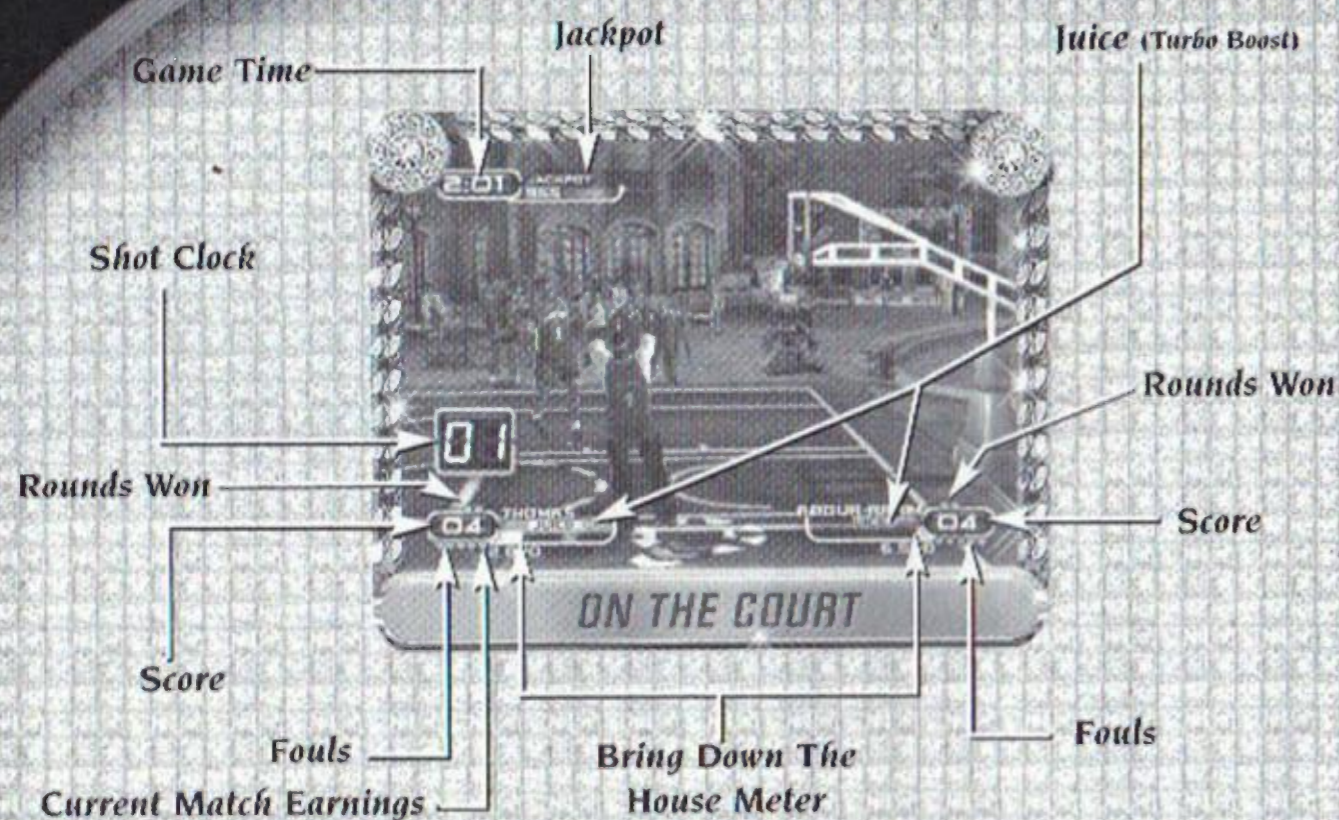
Just before the game begins, you'll have a brief opportunity to enter special codes. Codes can be entered by displaying three specific icons, along with pressing the directional buttons **↑**, **↓**, **←** or **→**.



Press the **□** button (top), **⬅** button (middle) and **⊙** button (bottom) to cycle the three code icons. When the icons you want are displayed, press the directional buttons **↑**, **↓**, **←** or **→**. If you have the correct combination of icons and the correct direction on the directional buttons, a code will be displayed and entered. If you enter wrong, the icons will reset and no code will be entered. You can enter as many codes as you have time for. Remember, there isn't much time, so be quick.

NOTE: Special codes can be found in strategy guides, magazines, the internet or with a bit of experimentation on your part.

on the court - the display



The Display has a lot of information that may or may not need explanation. Nonetheless, here's the rundown:

Fouls

You have 5 fouls to give. After the 5th foul, your opponent will go to the Free Throw line.

Game Time

This displays the game time remaining.

House Meter

The House Meter builds as you make moves and shots. When the House Meter fills completely, you can "Bring Down the House". This requires a special button combination you'll need to discover on your own.

Jackpot

As you and your opponent make moves, you'll accumulate credit that will be awarded to the player that makes the shot. If you build the Jackpot and miss the shot, the Jackpot will remain until someone does hit the shot. The winner of the match walks away with all of the credits in his match earnings.

Juice

This is your turbo boost meter. As you use your Juice, the meter will diminish. It will recharge when you're not activating your juice.

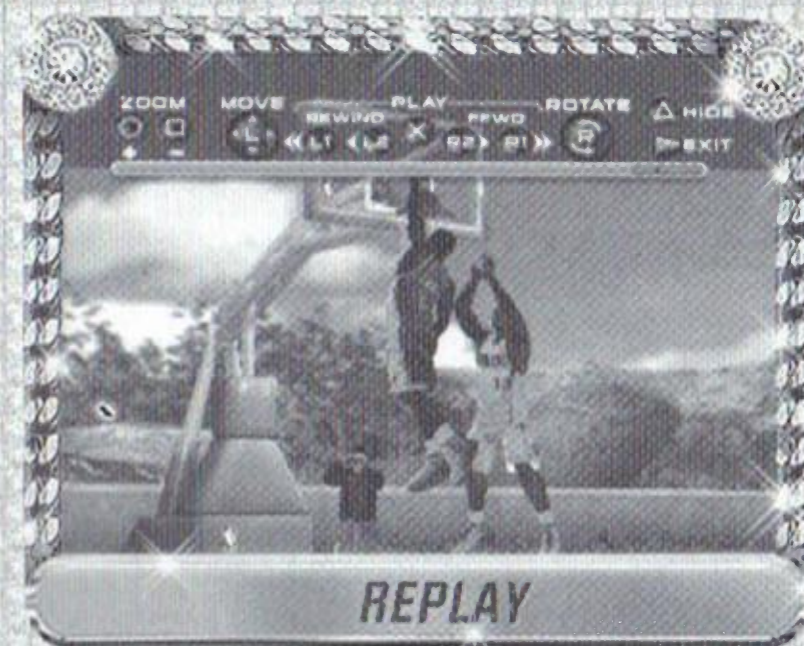
Rounds Won

Blue circles appear when you win a match round.

Shot Clock

This meter will be displayed once you've gotten down to 10 seconds.

pause options



At any time during a game, press the **START** button to view the Pause Options screen. Use it to make adjustments to your game or view a replay of the most recent game action or make changes to the game's options. You can also use it to see your players in detail.

Replay

If you'd like to take another, more detailed look at an incredible play, select this replay option. On-screen controls show you how to replay the action, zoom in, zoom out and also move 360 degrees around the action.

Game Options

See **OPTIONS**, pg. 13.

Audio Settings

See **OPTIONS**, pg. 13.

Quit

Quits a match and returns you to the Main Menu.

Welcome to the Midway Sports Online Tournament Network. Powered by GameSpy(TM).

In order to use the online features in NBA Ballers we need for you to read the information below, as it describes the terms under which we are offering you this extended functionality, and the rules that we require you to abide by when using the Midway Sports Online Tournament Network.

When you have read the information below, please select the 'AGREE' button to continue if you agree to the terms and conditions stated. If you select 'DISAGREE' you will not be able to use the Midway Sports Online Tournament Network.

Midway Home Entertainment Inc. NBA Ballers Online Access Terms and Privacy Statement

These NBA Ballers Online Access Terms ("Access Terms") apply to your use of the online multiplayer and community services – such as online competitions, in-game public and private chats, voice conversations, online tournaments and gameplay – ("Service") brought to you by Midway Home Entertainment Inc. ("Midway") 10110 Mesa Rim Road, San Diego, California 92121, through its service provider, GameSpy Industries, Inc. ("GameSpy"). Midway and GameSpy are referred to collectively as "Service Providers." To access the Service, you must have purchased a copy of Midway's NBA Ballers game for PlayStation®2, have a network adapter for PlayStation®2, and have broadband Internet access.

You should read these Access Terms carefully, as they contain the Rules of Conduct that apply to your use of the Service. As part of our efforts to bring you new and exciting features, we may update these Access Terms from time to time. It is your job to periodically review these Access Terms for applicable changes. Your use of the Services after we post any changes to these Access Terms constitutes your agreement to those changes.

I. Your Registration; User Account; Privacy

To access the Service, you will need to create a registration account ("Account"). By creating your Account, you will be asked to agree to comply with these Access Terms and the Rules of Conduct. To create your Account, you will be prompted to enter a nickname and password. During the registration process we may also collect your PlayStation®2 or NBA Ballers identification number. These identification numbers are unique numbers assigned to your machine or your copy of the game, and do not contain any personally identifiable information. GameSpy may collect this information in order to assist Midway in providing services and features to you, such as verifying winners in any online tournaments Midway may offer. You will not be required to provide any personally identifiable information during the registration process. Your nickname will be your online identity when you use the Service. You may not select a nickname that is already in use by another user.

You acknowledge and agree that the Service provides you with access to other individuals, including the ability to talk to other players using an optional headset, and that you have no expectation of privacy when using the Service. To protect your identity, the Service Providers employ electronic filters to search and remove certain personally identifiable information from the content of text postings, such as email addresses and phone numbers. You understand and acknowledge that these filters cannot serve as a complete protection of your personal identity and are not and cannot be employed for voice communication using the optional headset. You further understand and acknowledge that you have control over your privacy on the Service, and that to the extent that you release personally identifiable information to other users through use of the Service, you do so at your own risk. To protect your identity, we encourage you not to use your first or last name as your nickname, and not to disclose personally identifiable information to others on the Service. Because of the live, interactive nature of voice communication using the optional headset feature, the Service Providers do not allow children under 13 to participate in voice communications in NBA Ballers. If you are between the ages of 13 and 17, you should obtain your parent or guardian's permission before using that feature.

Midway may offer sweepstakes, contests, or other interactive features (such as email notifications) in the future. In order to receive or participate in those features, you may need to disclose some personally identifiable information to Midway. Any such information Midway collects will be subject to the terms of the privacy policy you are given at the time you are asked for the personally identifiable information. Your participation in one of these additional Midway features may also be subject to a separate agreement or additional rules.

By creating an Account, you agree that use of your Account is expressly limited to you. Your Account may not be transferred or shared with any other party, temporarily or permanently, including any individual whose Account was terminated by Midway. You further agree to bear sole responsibility for all uses of your Account and for the confidentiality of your password.

II. Rules of Conduct

YOU AGREE TO OBEY THE RULES OF CONDUCT AT ALL TIMES WHILE YOU ARE USING THE SERVICE. YOU UNDERSTAND THAT IGNORANCE OF THE LAW OR OF THE RULES OF CONDUCT IS NOT AN EXCUSE. Your compliance with the Rules of Conduct will be interpreted by Midway, and Midway's decisions regarding your compliance are final. By using the Service, you agree to submit to the interpretation and enforcement of the Rules of Conduct by Midway. By accessing, participating in, or otherwise using the Service, you agree to the following Rules of Conduct:

1. You agree that you will not say, submit or otherwise post or state to other users any content that:
 - a) Contains offensive, profane, harassing, defamatory, inappropriate, racist, threatening, infringing, obscene, or unlawful material, including content that contains excessive shouting (ALL CAPS) or flooding (the posting of repetitive text);
 - b) Contains slanderous or libelous comments about other users, the Service Providers' employees, or other individuals;
 - c) Contains personal information about any individual;
 - d) Violates the privacy of any other individual or entity;
 - e) Contains business solicitations of any type, including advertising a product, offering a product for sale, or directing readers to a location for more information about a product;
 - f) Contains viruses, corrupted files, or any other similar software or programs that may adversely affect the operation of the Service Providers' system or a third party's computer;
 - g) Undermines the operation of the Service or a feature thereof; or
 - h) Contains unauthorized copies of third parties' works.

You understand and agree that Midway has the right to take any action it deems reasonable to end any offensive or otherwise objectionable activity, including the posting of material that violates the foregoing terms.

2. You may not access the Service to collect information, including nicknames, to send mass electronic mailings to users of the Service.
3. You agree not to use the Service to offend, harass, defame, or threaten another individual, including agreeing not to use the Service to form groups or clubs that are based on or espouse racist, sexist, or other hate-based philosophies. You further agree not to engage in any activity that interferes with the ability of other users to enjoy the free and unfettered use of the Service.
4. By participating in the Service, you agree not to impersonate any person or entity or falsely represent your affiliation with any person or entity, including any claim to be, or impersonation of, an employee, authorized representative or member of Midway, GameSpy, NBA Properties, Inc., or any NBA sports team. You further agree not to provide false or misleading information to any Midway employee or authorized representative.
5. You agree not to interfere with, hack, or decipher – or attempt to interfere with, hack or decipher – any transmissions to or from the servers on which the Service resides, or the servers of any other individuals or entities that have access to the Service. You further agree not to exploit the Service, including any hidden bug therein, to attempt to gain an unfair advantage in the play of the NBA Ballers game.
6. The Service may not be used for unauthorized electronic commerce. Use of the Service or any of its features for the sale of products or services is prohibited. If, in the sole discretion of Midway, you are found to be using the Service for any inappropriate commercial purpose, Midway reserves the right to take any action it deems reasonable to end such activity.
7. By participating in the Service, you agree not to violate any local, state, federal, or international law, regulation, rule, or guideline, nor will you discuss any unlawful activities, such as hacking, prying, phishing, use or promotion of illegal drugs, the exchange or transfer of pirated software, contraband, or other materials that are in violation of U.S. or international copyright laws.
8. Unless Midway lets you know otherwise, you may not reproduce, duplicate, copy, sell, or otherwise transfer or commercially exploit any Content or any Third Party Content (in each case, as defined in Section IV below) accessible through the Service.

III. Enforcement of Rules of Conduct and Termination

Your use of this site is subject to the Rules of Conduct and the Access Terms, any other terms applicable to the various features of our site, and all applicable laws, rules, and regulations. Midway may terminate your Account with or without notice to you if we believe, using our sole discretion, that you have violated any of the Rules of Conduct, these Access Terms, or any law.

Midway may also, in its sole discretion and at any time, discontinue the Service or any part thereof, with or without notice. You agree that you do not have any rights in the Service and that Midway will have no liability to you if the Service is discontinued or your ability to access it is terminated, and will not grant any refunds if your Account is terminated.

IV. Midway Content

All content accessible through the Service, including art work, graphics, images, screen shots, text, music, digitally downloadable files, trademarks, logos, product and character names, slogans, and the compilation of the foregoing ("Content") is the property of Midway and its licensors and is protected in the U.S. and internationally under trademark, copyright, and other intellectual property laws. Third party content, including trademarks, trade names, characters, and trademarks and copyrights ("Third Party Content") is the property of the third parties that market or license that content, and is used by Midway subject to license, or subject to the fair use provisions of U.S. law. Users of the Service are expressly forbidden to misuse any Content or any Third Party Content that appears on the Service. You agree not to display or use any Content or Third Party Content accessible through the Service, in any publications, in public performances, for any commercial purpose, in connection with products or services that are not those of Midway, in any other manner that is likely to cause confusion among consumers, that disparages or discredits Midway and/or its licensors (including GameSpy), that dilutes the strength of Midway's or its licensors' property, or that otherwise infringes Midway's or its licensors' intellectual property rights. This includes your agreement that you will not distribute any utilities, tools, software, or other materials that could facilitate the Service or the NBA Ballers game.

If you are a trademark or copyright owner and you believe that your trademark rights have been violated in any way, please complete and submit our Intellectual Property Infringement Notification Form to our designated agent, Michael Burke, at Midway Games Inc., 2704 West Roosevelt Street, Chicago, Illinois 60618 or at ip@midway.com. A copy of the form is available as a hyperlink from section V of the Terms of the Service at our Midway.com Web site (<http://www.midway.com>). Our agent information is provided pursuant to the Digital Millennium Copyright Act, 17 U.S.C. § 512(c)(2). Our designated agent will respond only to these trademark or copyright issues, for general questions please contact Midway Customer Support at (905) 874-5292 between 10:00 a.m. and 6:30 p.m. CST Monday through Friday.

V. Indemnification

You alone are responsible for your use of your Account, and agree to indemnify and hold Midway, GameSpy, and their respective parents, affiliates, subsidiaries, employees, officers, directors, and contractors harmless from any liability or damage, including reasonable attorney's fees, arising from your use of the Service including (i) for or related to your violation of these Access Terms or the Rules of Conduct, (ii) for statements you make or content you post, (iii) for improper or illegal use of your nickname and password, or (iv) for the infringement of any intellectual property or privacy right of any person.

VI. Representations, Warranties, and Acknowledgement

You participate in the Service and its features at your own risk. If you are dissatisfied with any feature, operability, content, the Access Terms (including Rules of Conduct), other agreements Midway imposes as a condition of usage, or any other component of the Service, your sole remedy is to discontinue use of the Service. Much of the content accessible through the Service is posted through third parties subject to these Access Terms and to the Rules of Conduct. Midway does not endorse and is not responsible or liable for any such third party content accessible at the Service. In addition, the Service Providers make no representations about the reliability of the features of the Service, and disclaim all liability in the event of any service failure. You acknowledge that any reliance on such material and/or systems will be at your own risk. The Service Providers make no representations regarding the amount of time that content accessible through the Service will be preserved. By posting content through use of the Service, you will be deemed to have granted Midway a license for the perpetual, non-exclusive distribution of the information or materials worldwide in any form or forum without charge or liability.

THE SERVICE IS PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS. NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE MADE BY THE SERVICE PROVIDERS WITH RESPECT TO THE SERVICE OR ANY INFORMATION OR SOFTWARE ACCESSIBLE THEREFROM, UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL THE SERVICE PROVIDERS BE LIABLE FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF OR INABILITY TO USE THE SERVICE, NOR SHALL THE SERVICE PROVIDERS BE RESPONSIBLE FOR ANY DAMAGES WHATSOEVER THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE WHETHER OR NOT CAUSED BY EVENTS BEYOND THE SERVICE PROVIDERS' REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ACTS OF GOD, COMMUNICATIONS LINE FAILURE, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO RECORDS OR PROGRAMS ACCESSIBLE THROUGH THE SERVICE. IN NO EVENT SHALL THE COLLECTIVE AGGREGATE LIABILITY OF THE SERVICE PROVIDERS FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION EXCEED FIVE DOLLARS (\$5.00). SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. AS A RESULT, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

VII. Sony Computer Entertainment Inc.'s Dynamic Network Authentication System Disclaimer

This Software uses "DNAS" (Dynamic Network Authentication System), a proprietary authentication system created by Sony Computer Entertainment Inc. ("SCEI"). "DNAS" retrieves information about a user's hardware and software for authentication, copy protection, account blocking, system, rules, or game management and other purposes. The information collected does not identify the user personally. A PUBLISHER CAN COMBINE THIS INFORMATION WITH PERSONALLY IDENTIFYING INFORMATION FROM THE PUBLISHER'S RECORDS IF THE USER PROVIDES THE PERSONALLY IDENTIFYING INFORMATION. BEFORE PROVIDING ANY PERSONAL INFORMATION TO A PUBLISHER, PLEASE BE SURE TO REVIEW THE PUBLISHER'S PRIVACY POLICY AND TERMS AND CONDITIONS OF USE. DO NOT PROVIDE PERSONALLY IDENTIFYING INFORMATION TO A PUBLISHER UNLESS YOU ACCEPT THE CONDITIONS OF USE AND TERMS OF THEIR PRIVACY POLICY. SCEI, Sony Computer Entertainment America ("SCEA") and their affiliates cannot guarantee the continuous operation of the "DNAS" servers. SCEA shall not be liable for any delay or failure of the "DNAS" servers to perform. If you receive a message during login identifying a "DNAS" authentication error, please contact SCEA Consumer Services at 1-866-466-5333. For additional information concerning "DNAS", visit www.us.playstation.com/DNAS. In the event of a systems incompatibility or inoperability with DNAS, the sole liability of SCEI, SCEA and their affiliates shall be limited to the repair or replacement of the user's affected game software, console or peripherals at the option of SCEA. SCEA, its parents, affiliates, or licensed Publishers shall not be liable for any delays, system failures, authentication failures, or system outages, which may from time to time affect online game play or access thereto.

VIII. Miscellaneous

You acknowledge that the Service Providers have the right to delete any messages, files, or any other content that you may have uploaded to any feature of the Service at Midway's sole discretion, including messages, files or any other content that has not been accessed for some period of time and is deemed by Midway, in its sole discretion, to be abandoned, or any materials that violate the terms of this or any other binding agreement.

Both you and the Service Providers acknowledge and agree that no partnership is formed between you and the Service Providers, and neither you nor the Service Providers has the power or the authority to obligate or bind the other.

This Agreement will be governed by and construed in accordance with the internal laws of the State of Illinois.

No personally identifiable information is collected in order for you to access the Service, and we thus do not knowingly obtain personally identifiable information from children during the provision of the Service. It is Midway's policy not to collect personally identifiable information from children under the age of 13. To the extent Midway becomes aware that a child has provided personally identifiable information to the Service Providers, the Service Providers will take measures to remove such information from its databases and from the Service. If you are a parent, we encourage you to discuss with your children web safety, and to educate your children not to provide personally identifiable information to strangers.

February 5, 2004

CH01/12325322.2

Production

<i>Creative Director</i>	Mark Turmell
<i>Lead Designer</i>	George Gomez
<i>Technical Lead</i>	Patrick Lynn
<i>Art Director</i>	Ricardo Boronat
<i>Game Design</i>	John Vignocchi & Pete Actipis
<i>Production</i>	Lee A. Helmer, Mike Bilder & Tracy Johnson
<i>Programmers</i>	Pete Actipis, Voltaire Castro, Shekhar Dhupella, Dave Horachek, Brian McGroarty, Kazuki Murakami, Rick Naegele, Jamie Rivett, Matt Rubin, J.R. Scally, Dan Thompson & Graham West
<i>Environment Art Lead</i>	Danny Gutierrez
<i>Environment Artists</i>	Matt Taylor, Eric Peterson & Manny Vega
<i>Assistant Art Director/Lead Player Head Artist</i>	Jeff Troutman
<i>Character Art Lead</i>	Gary Oliverio
<i>Player Head Artist</i>	Trevor Hemington
<i>Interface Art Lead</i>	William Fox
<i>Interface Artists</i>	Chad Bailey, Stewart Fritz, Ernie Perez & Martin Ryan
<i>Technical Artist</i>	Mike Hoyland
<i>Motion Capture Specialist</i>	Jim Gentile
<i>Motion Capture & Animation</i>	Steve Bowler, Elias Figueroa & Freddy Palma
<i>Commentary Design</i>	Dan Forden
<i>Music and Sound</i>	Vince Pontarelli
<i>Commentary Talent</i>	MC Supernatural & Terry Abler
<i>Additional Audio</i>	Chase Ashbaker, Richard Carle, Brian Chard & DJ Rocky Rock
<i>Additional Programming</i>	Jay Blondo, Jim Bulvan, Jeff Campen, Vinit Chiu, Erdem Erdenen Otto Schurr, Dan Coleman, Jim Terdina, Josh Williams, Darryl Wisner & Michael Weilbacher
<i>Additional Art Support</i>	Everardo Acosta, Fred Calhoun, Ed Ingle, Cari Oberstar, Mary Olan, Ryan Rosenburg, Martin Ryan, Brian Schultz, Taron Silverstein & Rhett Torgoley
<i>VP Sports Business Unit</i>	Jon Dean
<i>VP Product Development</i>	Matt Booth
<i>Dir. of Sports Engineering</i>	Michael Weilbacher

Quality Assurance (Chicago)

<i>QA Supervisor</i>	Loren Gold
<i>Lead QA Analyst</i>	Francisco Aldana
<i>QA Product Analysts</i>	Reggie Banks, Francis Brooke, John Cruz, Dave Casso, Marco Escobar, Andy Hernandez, Robert Lathan, Chris McFadden, James Pettinger, Greg Ranz, Robert Reyes, Richard Vrtils, Warren Wilkes & Ki Wolf-Smith

Quality Assurance (San Diego)

<i>QA Director</i>	Paul Sterngold
<i>QA Supervisor</i>	Malcolm Scott
<i>Senior QA Analyst</i>	Curtis Barnes, Adam Jones
<i>Assistant QA Analyst</i>	Steven Scott, Erik Spoor
<i>QA Analysts</i>	Virgilio Abad, Rommel Abalos, Rick Blair, David Branscom, Travis Butler, Leroy Butler, Ryan Castiglia, Saleem Crawford, Tony Drake, Jared Hamiter, Myong Hong, Andrew Nguyen, Richard Phim, Jason Richman, Josh Stacy, Effin Whitehead, Tommy Woo & Travis Zander
<i>Technical Standards Analysts</i>	Jason Jorgensen, Chris Berg, Jim Sanders, Daniel Kit, Ron Salleza, Joshua Palmer, Ray Mitchell, Courtland Jones & Jimmy Storey

Marketing

<i>Chief Marketing Officer</i>	Steve Allison
<i>VP, Marketing</i>	Mona Hamilton
<i>Dir., Sports Marketing</i>	Tim Granich
<i>Product Manager</i>	Phil Marineau
<i>Marketing Coordinator</i>	Katie Ahrenhoersterbaumer
<i>Dir., Channel Marketing</i>	Greg Mucha
<i>Channel Marketing Manager</i>	Echo Storch
<i>VP, Licensing</i>	Steve Booth
<i>Dir., Public Relations</i>	Reilly Brennan
<i>Sports PR Manager</i>	Tim DuRosa

Creative Services

<i>VP, Creative Services</i>	Debbie Austin
<i>Dir., Creative Services / Manual</i>	Jon Mongelluzzo
<i>Project Managers</i>	Sally Nichols & Yvonne White
<i>Creative Designer</i>	Dave Young
<i>Assets Manager</i>	Rare Macapayag

Midway Sales

Melanie Windham, Brad Wildes, Doris Lynch, Paul Flynn & Christa Wittenberg

Creative Media

Christa Woss, BethAnn Smukowski, Larry Wolman, Max Crawford, Christ Skrudz & Rigo Cortes

Midway FMV

Marty Murphy, Ty Primosch, Pav Kovacic, Won Jun Cho, Rick O'Meara, Tony Lewellen, Dave Mueller & Roger Berrones

Midway Legal

Debbie Fulton, Rob Gustafson, Nancy Fuller, Corey Halpren & Mike Burke

Music Supervision

John Vignocchi

Friends Photos

by Markese Photography - www.MarkesePhotography.com

Appearing as himself

MC Supernatural

Appearing as Bob Benson

Terry Abler

Special Thanks

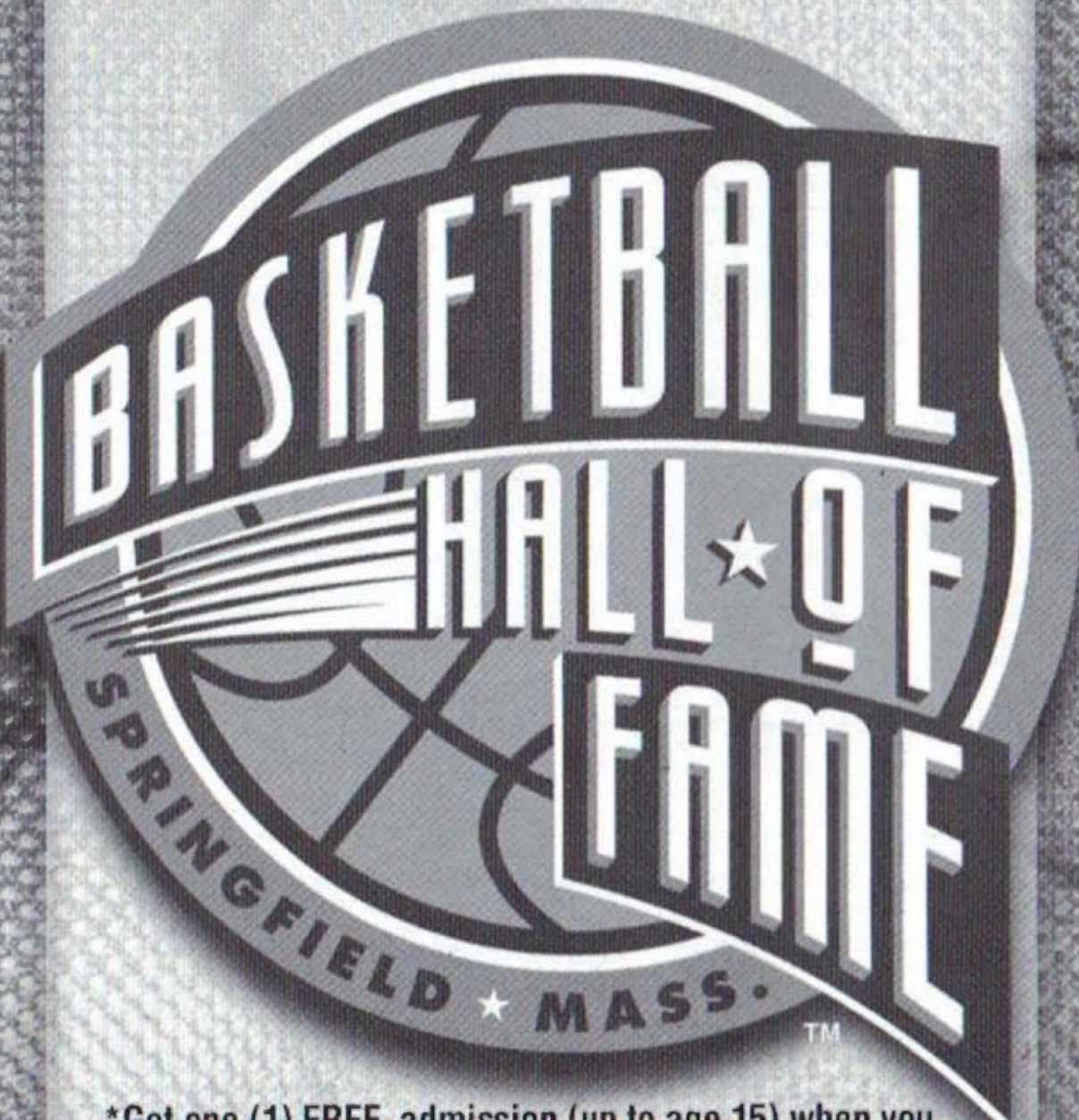
Neil Nicastro, David Zucker, Ken Fedesna, Miguel Iribarren, Mark Beaumont, David Nichols, Natalie Salzman, Greg Lassen, Shari Wolford, Adam Silver, Peter Farnsworth, Stephen Marbury, Magic Johnson, Tracy Jones, Marty Stoltz, Chip Stuenkel, Sal Divita, Martin Murphy, Cary Mednick, Ed Keenan, Steve Anichini, Samuel Peterson, The Ayzenberg Group, Horizon Media, Post9, Fall+Safe, The Basketball Hall of Fame, Jamie Allen, MTV, 228 Management & Consulting, LLC -Nastasha T. Brison, Esq. Bellis, Jason B. McPhee & Michael Westbrook of In-R-Circle Records

Ballers Music

"Shake The Glass" Written by Adam Cherrington and Kenny Knox Performed by Kenny Knox Produced by Wyshmaster	"Holla at Me" Written by Nicole Marie Whitehead and Webster White Performed by Nikki and CJ Produced by CJ Engineer: Jarvis Blackshear Additional Music: Benny Demus
"You A Baller Right" Written by Adam Cherrington and Brandon Ranard Burris Performed by Point Game Produced by Wyshmaster	"NBA Bailout" Written by Malik Taylor and Dion Liverpool Performed by Phife Dawg Produced by DJ Rasta Root Engineer: Morgan Garcia Courtesy of Smokin' Needles Records ©2003
"Floss Out" Written by Adam Cherrington and Joe Young Performed by Jelly Joe Produced by Wyshmaster	"We Can Do This" Written by Christopher Thurston and Dion Liverpool Performed by Jax Produced by DJ Rasta Root Engineer: Morgan Garcia Courtesy of Smokin' Needles Records ©2003
"Ballin' Outta Control" Written by Adam Cherrington and Nick Furlong Performed by Raskal Produced by Wyshmaster	"Itz On Now" Written by Ernest Gibbs, Leon Griffin, Brellyn Griffin and Brian Hood Performed by 4Pound Produced by B. Hood
"Where You At" Written by Adam Cherrington and Jason Cavaliere Performed by Jsin Sinatra Produced by Wyshmaster	"We Will Not Lose" Written by Taboo and Lexo Performed by Rouge Courtesy RAH Music
"B-Ball" Written by Antoine Rogers and Ernest Franklin Performed by Bobby Creekwater of Jatis Produced by Sol Messiah for Sol Messiah Entertainment	"So You Want To Be A Baller" Written by Shaun Damore and Shawn McCullough Performed by Buck Courtesy of Breakthrough Recording Studio
"Skillz Like This" Written by Antoine Rogers, Antonio L. Sawyer and Tracy Ogilvie Performed by Bobby Creekwater and Charlie Jangles of Jatis Produced by International Postman for Sunday Delivery /4th Generation Recorded by/Mixed by Tracy Ogilvie	"NBA Ballers Theme" Performed by MC Supernatural Lyrics by R. Price Produced by Ominus B. Lurkin and Chewbacca Additional Audio Support by DJ Rocky Rock
"Gameface" Written by Eric Hairston, Doug Hairston Performed by 5fth and Semi of Iron Fist Composed and Produced by Khalifani Mixed by Jarvis Blackshear for Meta Music Co-Produced by Khalifani for Meta Music ©2003 Meta Music, Inc.	"My House" Lyrics by Theartis Jeron Thomas Performed by Ness Lee
"Rags to Riches" Written by La Vaughn Finley Performed by Big Gov Courtesy of In R Circle Records	"N.B.A." Performed by Tony Gunz-n-Swiff Written by Anthony Dash and Aaron Jenkins Produced by Psique Music Concepts Color commented by Craig "Soopafri" Frierson
"Inside the Game" Lyrics by Theartis Jeron Thomas Performed by Ness Lee	"NBA Ballers" Written by: D. Givens, C. Henderson, C. Stewart, C. Stuart ©2002 Jurassic 5 Jurassic 5 appears courtesy of Interscope Records All rights reserved. Used by permission.

1 1

FREE KIDS ADMISSION*



*Get one (1) FREE admission (up to age 15) when you purchase one (1) adult admission at regular price.

Present coupon offer to the admission area at Naismith Memorial Basketball Hall of Fame; 1000 West Columbus Ave, Springfield, MA.

Offer Expires December 31, 2004

www.hoophall.com

1 1

MIDWAY HOME ENTERTAINMENT INC. warrants to the original purchaser of this Midway Home Entertainment Inc. software product that the medium on which this computer program is recorded is free from defects in materials and workmanship for a period of ninety (90) days from the date of purchase. This Midway Home Entertainment Inc. software program is sold "as is," without express or implied warranty damages of any kind, and Midway Home Entertainment Inc. is not liable for any losses or damages of any kind resulting from the use of this program. Midway Home Entertainment Inc. agrees for a period of ninety (90) days to either repair or replace, at its option, free of charge, any Midway Home Entertainment Inc. software product, postage paid, with proof of purchase, at its Factory Service Center.

This warranty is not applicable to normal wear and tear. This warranty shall not be applicable and shall be void if the defect in the Midway Home Entertainment Inc. software product has arisen through abuse, unreasonable use, mistreatment or neglect. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES AND NO OTHER REPRESENTATIONS OR CLAIMS OF ANY NATURE SHALL BE BINDING ON OR OBLIGATE Midway Home Entertainment Inc. ANY IMPLIED WARRANTIES APPLICABLE TO THIS SOFTWARE PRODUCT, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE NINETY (90) DAY PERIOD DESCRIBED ABOVE. IN NO EVENT WILL MIDWAY HOME ENTERTAINMENT INC. BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM POSSESSION, USE OR MALFUNCTION OF THIS Midway Home Entertainment Inc. SOFTWARE PRODUCT.

Some states do not allow limitations as to how long an implied warranty lasts and/or exclusions or limitations of incidental or consequential damages so the above limitations and/or exclusions of liability may not apply to you. This warranty gives you specific rights, and you may also have other rights which vary from state to state.

Midway Home Entertainment Inc.
Attn: Tech/Customer Support
PO Box 360839
Milpitas, Ca 95036-0839
www.midway.com

Midway Customer Support
(408) 473-9499
10:00am - 6:30pm / Pacific Time
Monday - Friday
Email: support@midway.com

Hints and Tips

For the hottest tips and codes for Midway games, call 1-900-448-HINT (4468). Automated tips and codes are available 24 hours a day, 7 days a week. The cost for automated hints is \$1.50 per minute. Live operator support is available Monday through Friday from 10 am to 6:30 pm Pacific Time. You must be 18 years of age or older or have parental consent to call this number. A touchtone phone is required. Messages are subject to change without notice.

RSA BSAFE® SSL-C and Crypto-C software from RSA Security Inc. have been installed. RSA is a registered trademark of RSA Security Inc. BSAFE is a registered trademark of RSA Security Inc. in the United States and other countries. RSA Security Inc. All rights reserved. MOTOROLA and the STYLIZED M LOGO are registered trademarks of Motorola, Inc., and used under license. This product contains software technology licensed from GameSpy Industries, Inc. © 1999-2003 GameSpy Industries, Inc. All rights Reserved.

This software uses "DNAS" (Dynamic Network Authentication System), a proprietary authentication system created by Sony Computer Entertainment Inc. to provide security and to help protect copyrighted content. The unauthorized transfer, exhibition, export, import or transmission of programs and devices circumventing its authentication scheme may be prohibited by law. For additional information, see www.us.playstation.com/DNAS.

The communication function of this product includes software developed by the NetBSD Foundation, Inc. and its contributors. For a complete list of contributors please see LIBENET.TXT in the disc.

Portions of this software are Copyright 1998-2001 Criterion Software LTD. and its Licensors.

This product contains software technology licensed from GameSpy Industries, Inc. © 1999-2003 GameSpy Industries, Inc. All rights Reserved.



Portions of this software are Copyright 1998-2004 Criterion Software Ltd. and its Licensors.

CADILLAC, ESCALADE, XLR and the Cadillac logos (i.e. the "wreath" and the "wreath and crest" symbols) are General Motors trademarks used under license by Midway Home Entertainment Inc.

NBA photographs © NBAE/Getty Images

Non NBA photographs © Getty Images

Certain photos provided by www.MarkesePhotography.com