

X-MEN

LEGENDS II

RISE OF APOCALYPSE II



EmuMovies

MARVEL

ACTIVISION

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.

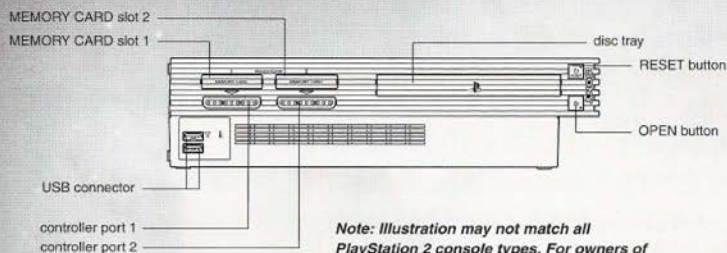
HANDLING YOUR PLAYSTATION 2 FORMAT DISC:

- 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.

Contents

Getting Started	2
Basic Navigation	2
Gameplay Controls	3
The <i>X-Men™ Legends</i> Saga Continues	4
Main Menu	4
<i>X-Men™ Legends II: Rise of Apocalypse</i>	5
Teaming Up	5
Heads-Up Display (HUD)	6
Saving the Game & Xtraction Points	7
In-Game Power Switching	8
Automatic Leveling Up	8
Stats & Skills	8
Xtreme Powers	11
Items & Equipment	11
Danger Room	13
Multiplayer	14
Online Play	15
Options	16
Credits	18
Customer Support	22
Software License Agreement	25

Getting Started



Note: Illustration may not match all PlayStation 2 console types. For owners of SCPH-70000 series PlayStation 2 systems, refer to the setup instructions supplied with your system.

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 *X-Men Legends II: Rise of Apocalypse* 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.

Memory Card (8MB) (for PlayStation[®]2)

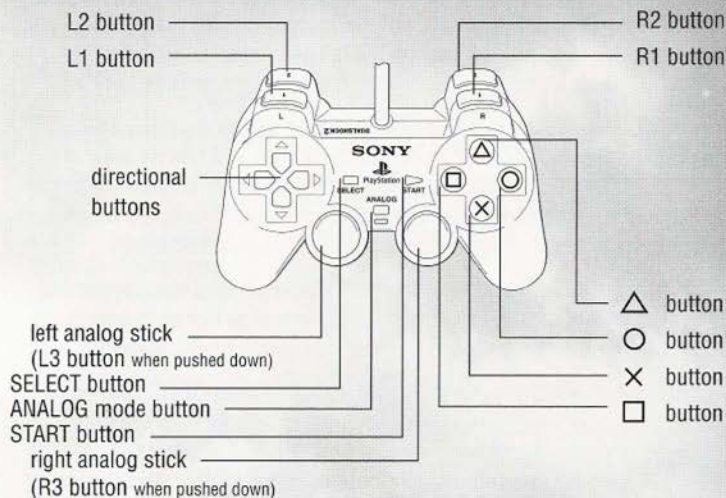
To save game settings and progress, insert a memory card (8MB) (for PlayStation 2) into MEMORY CARD slot 1 of your PlayStation 2 system. You can load saved game data from the same memory card or any memory card (8MB) (for PlayStation 2) containing previously saved games.

Basic Navigation

To select menu options, use the **↑** and **↓** directional buttons to navigate the menu options. Highlight the desired option and press the **×** button to accept. To select a menu option, follow the on-screen button prompts and press the **×** button to accept and the **△** button to go back. *X-Men Legends II: Rise of Apocalypse* supports the DUALSHOCK[®]2 analog controller. When the mode indicator light is on, the left analog stick works the same as the directional buttons.

Gameplay Controls

DUALSHOCK[®]2 Analog Controller



- △ button = Jump/Special¹
- button = Smash
- × button = Punch
- button = Use/Pick Up/Throw²
- START button = Pause
- SELECT button = Team Information
- directional buttons = Change Hero

- R1 = Use Energy Pack
- R2 = Superpower Selector
- L1 = Use Health Pack
- L2 = Call Allies
- right analog stick = Camera Control³
- left analog stick = Move Character

¹ Double-tap activates Ice Slide and Flying Mechanic.

² Use in combination with any left analog stick direction to throw enemies.

³ Up and down changes the zoom setting; click to toggle mini-map.

Combat Basics

- ××× = Triple Hit
- ×○○○ = Knockback
- ××○ = Pop-up
- ×○○ = Trip
- ×○○ = Stun

Hold **R2** + :

- △ button = Xtreme Power
- × button = Superpower 1
- button = Superpower 2
- button = Boost

The X-Men™ Legends Saga Continues

In a legendary battle for the streets of New York, Professor Charles Xavier and his X-Men restore stability to the world by defeating Magneto™ and his army of Sentinel Robots. Following this magnificent achievement, Xavier and the X-Men return to the X-Mansion to recharge. With Magneto out of the picture, the X-Men finally have a chance to relax.

However, Xavier's mind is still unsettled. During a routine exercise with Cerebro, Professor X detects some strange activity in a remote area of Egypt. Unfortunately, Xavier is unable to investigate this disturbance further because of an obligation to speak at an International Convention for Mutant Awareness. Instead, he assembles a team of X-Men to investigate.

While Cyclops leads a group of X-Men through oppressive heat waves and vicious sandstorms in the Egyptian deserts, a message comes in from Beast. "Return to the X-Mansion at once! Xavier and Polaris have vanished!"

In the time it takes the X-Jet to fly across the Atlantic Ocean, the story hits the international news headlines. Reports from all over the globe inform the masses about this series of unprecedented events. First, a merciless raid at the International Conference for Mutant Awareness, and second, a monumental battle in the skies of the Southern Hemisphere above the Dead Zone. As the story unfolds, most of the details are unclear, but one fact is clear in all the reports, that Professor Xavier and Polaris have been abducted.

Main Menu

New Game—Start a new game.

Load Game—Continue an existing saved game from your last save point.

Danger Room—Start a variety of multiplayer games. Not available until level 6 in Story mode is reached.



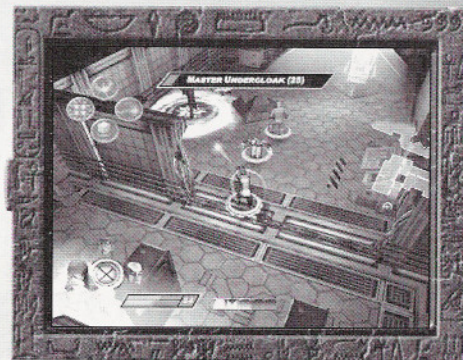
Review—View unlocked cinematics, concepts, comic art and load screens.

Options—Set your sound, camera and controller vibration options. You can also view the controller layout.

Play Online—Access online gameplay.

X-Men Legends II: Rise of Apocalypse

The X-Men universe is brought to life in a high-action role-playing game that takes you, your favorite heroes and their traditional enemies through an unprecedented adventure. Get ready to take control of a team of X-Men and Brotherhood, travel to exotic locations and embark on daring missions in a quest to save the world from a new face of evil.



"It seems we both have a grievance with Apocalypse."
—Magneto

X-Men Legends II: Rise of Apocalypse allows you to live the adventure while assembling your favorite team, customizing your heroes' character development and launching them into a story of epic scope. It's up to you to decide the fate of the world!

Teaming Up

X-Men Legends II: Rise of Apocalypse is all about customizing your personal team of super heroes. As you progress through the game, you can pick unique teams for every environment, or if you choose, use one team of all-stars from start to finish. The choice is yours. You can also change your team composition at Xtraction Points. These blue X icons don't appear around every corner, so pick your team wisely.

Once in the game, your allies will follow you, use their powers and attack your enemies. Whenever you want your friends at your side, simply press the Call Allies button. During combat, press the Call Allies button to instruct your allies to attack your nearest target with their selected power.



*"Juggernaut, Bishop, take the right side.
Toad and I will take the left."
—Cyclops*

Unique Power Combos

There are many unique power combinations that inflict extra damage and earn bonus experience. Practice various combinations using the Call Allies button to call for specific ally attacks. For example:

Slow Control = Telekenesis + Slow Beam

Fiery Slash = Feral Slash + Ignite

Heads-Up Display (HUD)

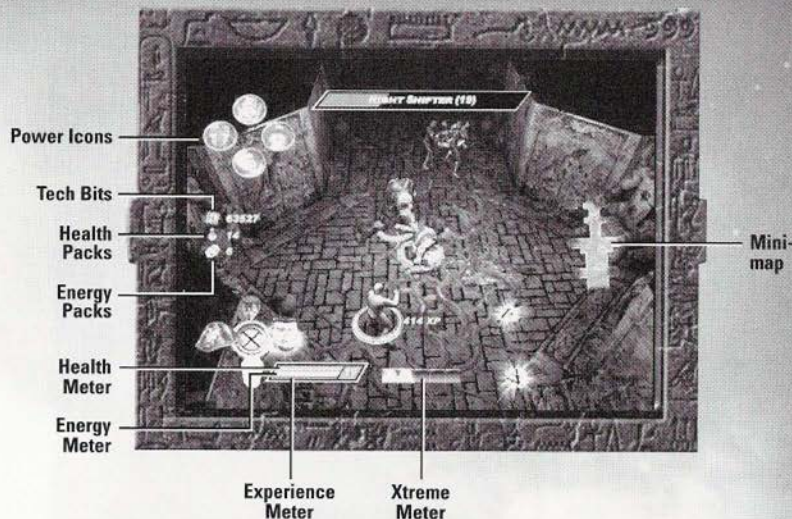
The HUD is optimized to allow control over your entire party. The faces that appear in the HUD are configured in four positions, each represented by a direction on the directional buttons. Press in any direction on the directional buttons to get instant control of the corresponding X-Men character.

Health Meter—The current health of the selected *X-Men* character.

Energy Meter—The current energy of the selected *X-Men* character.

Experience Meter—The level of experience approaching the next level.

Xtreme Meter—Fill up the four segments of the Xtreme Meter to light up and enable Xtreme powers.



Saving the Game & Xtraction Points

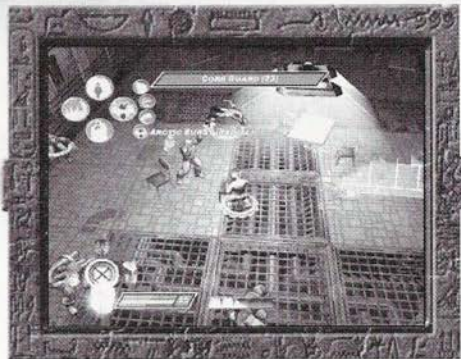


You are able to traverse missions and acts, as well as save your progress, revive fallen team members and access your team roster, using Xtraction Points. In fact, doing so is very valuable to complete every objective and locate every hidden item. Select **Xtract** to view the world map and travel instantly to any other active Xtraction point in the game.

In-Game Power Switching

All the characters in *X-Men Legends II: Rise of Apocalypse* have more than four powers, but there are only four face buttons on your controller. To access *X-Men* character powers, you need to master in-game power switching. In-game power switching lets you access all unlocked hero powers instantaneously!

To activate in-game power switching, press and hold the **Superpower Selector** button. While holding down this button, press the different directions on the directional buttons to toggle through your list of hero powers and assign them to the respective buttons.



Automatic Leveling Up

The all new in-game intelligence system allows you to manage and fully customize your team's leveling up and skill development. This system is fully customizable for every character, so you can have totally customized settings for all 16 characters. When your characters gain sufficient experience to level up for the first time, you'll be prompted with the selection menu. From this menu, you can customize how the game allocates skill points, stat points and gear. You can also do this at any time from the team management menu.

Stats & Skills

Leveling up is part of any RPG experience. When a character has accrued enough experience, he or she will gain a new level. You'll know a character has leveled up when you see a double-helix gene around the selection icon at the character's feet. Don't hesitate to enter the menu and level up so you can add points to your character's **stats** and **skills**.

Stats

Stats are basic traits shared by all Mutants: body, focus, strike and speed.

Body—Increases your health points (HP) and chance for double health from potions.

Focus—Increases your energy points (EP), energy regeneration, melee mental damage and chance for double energy rom potions.

Strike—Increases the damage (DMG) you do with melee attacks.

Speed—Increases your Attack Rating (ATK) and Defense Rating (DEF).

AI

AI Heal (when full)—Indicates if potions will be used when you run over them without having full health. Helps keep you from leaving health behind.

AI Heal (4 types)—Allows AI to automatically heal teammates using remaining health packs when their health is below a certain level (as long as there are more than two packs remaining).

Note: This setting affects all AI-controlled X-Men.

Never—AI will not use any health packs no matter how much health is remaining.

Less than 20%—AI will use a health pack when a teammate is below 20% of maximum health.

Less than 40%—AI will use a health pack when a teammate is below 40% of maximum health.

Less than 80%—AI will use a health pack when a teammate is below 80% of maximum health.

AI Mode (3 types)—Determines actions of teammates who are not controlled by a human player.

Aggressive—Always attacks your target immediately.

Normal—Attacks when the opportunity arises.

Defensive—Stays away from enemies, attacking only when attacked.



"Hey bub, I'm going to bust you up. Arrrrgh!"
—Wolverine

AI Skill—Determines the Mutant power used by teammates on a targeted enemy when the Call Allies button is pressed (Xtreme Power not selectable).

AI Auto-Trait—Allows the AI to allocate stat points automatically when you level up.

AI Auto-Skills—Allows the AI to allocate skill points automatically when you level up.

AI Auto-Equip—Allows the AI to distribute and don equipment automatically when you level up.

Skills

Skills are unique to your character, and measure your ability to use your Mutant craft in various ways. Some of your skills are active, which means you must perform a special action to use your power. Other skills are passive, meaning your powers go into effect automatically.

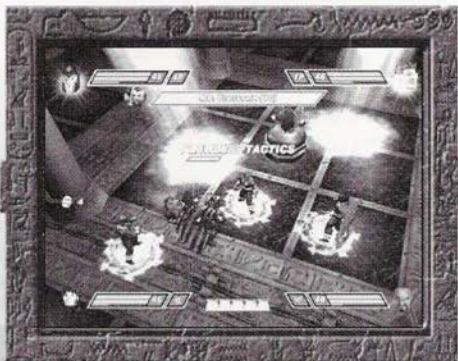
Every character has multiple tiered powers, which become more powerful as you assign points to them. To see what powers you need to unlock, view the skill list in the Skills menu. Grayed-out powers have a prerequisite, which means you must fill a certain number of skill slots in the base power or achieve a certain level to upgrade to the next tier.

Upgrading Mutant powers

Assigning points to an existing skill increases the potency of that skill.

Acquiring new Mutant powers

Assigning points in a new power or unlocking the next tier of a power unlocks that power at the base level of ability.



Boosts, or skills that bolster your attributes either offensively or defensively, appear on the affected character in the game.

Passive skills, such as Mutant Mastery, are always in effect, regardless of whether the character is selected.

Xtreme Powers

Every hero has the potential to unlock ultimate versions of his or her other basic powers. These powers don't use Mutant energy, but instead use Xtreme tokens. Once you've unlocked skills and collected four tokens, your Xtreme powers will be enabled. Xtreme powers are

always activated by holding the **Superpower Selector** button then pressing the **△** button.



Items & Equipment

Equipment is worn by each *X-Men* character to enhance his or her abilities and is always in effect as long as it's equipped.



"Do you think Sunfire will let me borrow his mask? It was really useful against the Sentinels on Asteroid M."

—Iceman

Records—View your high scores and character rankings for sparring challenges.

Skirmish—Compete against other players in various combat games. Unlocks when you reach level 16 in Story mode.

- **Brawl**—Engage in combat with other players for a predetermined amount of time.
Lives: unlimited.
- **King of the Hill**—Compete with other players to remain king for a predetermined amount of time.
Lives: unlimited.
- **Last Man Standing**—Engage in combat with other players until all but one is defeated.
Lives: 4.
- **Last Man Ladder**—Engage in combat with other players until all but one is defeated. With each progressive knockout, your power level increases.
Lives: 4.

Multiplayer

So you want to play with a friend? At any time during your single-player adventure, plug in an extra game controller and posse up! Up to four players can join in on the action at once.* But be careful—the enemies will be tougher!

**3–4 Players requires a Multitap (for PlayStation®2). Multitap (for PlayStation®2) supported in controller port 1.*

Co-op Mode

When the START button is pressed on the second controller, the HUD divides into four parts, one for each *X-Men* character available on the team. You're still able to switch to a free *X-Men* character on your team at any time by pressing the correct direction on the control pad. When playing with three other players, you are unable to swap characters.

Online Play

To play *X-Men Legends II* online, you need a dedicated broadband connection to the Internet with at least 128kbps upload bandwidth and 128kbps download bandwidth. Sharing your network connection among multiple computers or game consoles may reduce your bandwidth and cause instability when playing online. If you're unsure about the bandwidth of your broadband connection, please check with your service provider. For the best experience, plug your Internet connection from your broadband (DSL or cable) modem directly into your game system. Because of huge variations in routers, not all routers are supported by this product.

Note: By joining an online session, you must leave the Activision-controlled environment in X-Men Legends II: Rise of Apocalypse. The game's content has been rated for Teen audiences, but the content of the game may change due to interactive exchanges. Activision and Sony Computer Entertainment America take no responsibility for content external to the game itself. Please read the terms of use for online play at <http://X-Men-Legends2.com/terms/>.

PlayStation®2 Online

So you want to take multiplayer to the next level? Load up *X-Men Legends II: Rise of Apocalypse* online! You can play four-player co-op from beginning to end, Danger Room courses with friends across the country, skirmish mode and online exclusive levels.

To play online, you must have a network adaptor (Ethernet/modem) (for PlayStation®2) connected to your PlayStation 2 computer entertainment system. To play *X-Men Legends II: Rise of Apocalypse* online, you'll also need to have a network configuration file saved on your memory card (8MB) (for PlayStation®2). Network setting(s) can be created using the Network Adaptor Start-Up Disc included with the Network Adaptor.

You can use the Network Adaptor Start-Up Disk that came with your network adaptor (Ethernet/modem) (for PlayStation 2).

Note: America Online is only supported through the Network Adaptor® Start-Up Disc that's included with the Network Adaptor® (for PlayStation 2).

Play Online

After getting into the online menus, follow the directions to load Co-op gameplay and skirmish modes.

Join Game—Select your preferred game options to view a list of available games to join.

Host Game—Set up a game for other players to join.

Campaign—Set up a new 2–4 player campaign with level 1 characters.

Skirmish Mode—Set up a 2–4 player battle royale with friends. Only available if you've achieved level 16 in Story mode.

Load Saved Campaign—Continue your saved game with friends online.

Options

Pause Menu

Objectives

The list of objectives to be completed.

Team Management

View/customize character stats, Mutant powers and power-up items.

Blink Portal

Use the Blink Portal to transport back to the nearest town center.

Map (three types)

Choose the type of map to be used during gameplay.

Hidden—Remove the map from the screen.

Small—Display a small mini-map on the right side of the screen.

Large—Display a large map in the center of the screen.



Automap

View the entire map to locate objectives.

Options

Effects Volume—Adjust the volume of background sound effects.

Music Volume—Adjust the volume of background music.

Combat Music—Turn background music on or off.

View Angle—Select the overhead camera angle between steep, normal and close.

View Cycle—Turn the ability to change the camera angle on or off.

View Follow—Turn the Camera Follow option on or off.

View Shake—Turn Camera Shake on or off.

Subtitles—Turn on subtitles for cinematics.

Vibration—Turn the vibration feature on or off.

Accept—Accept and save your changes.

Players (multiplayer only)

Activate or deactivate other controllers for use in multiplayer games.

Load Game

Load a previously saved game.

Quit Game

Returns you to the Main Menu.

RAVEN SOFTWARE

Project Lead
Dan Vondrak

Art Director
Dan Hay

Design Lead
Keith Fuller

Programming Lead
Dan Edwards

Technology Lead
Gil Gribb

Audio Lead
Ellen Lurie

ART

Assistant Art Lead
Jeff Butler

Artists

Glen Angus
Jeremy Blumel
James Bradford
Cory Carani
Mitch Cotie
Les Dorscheid
Gina Garren
Brian Hagan
Jeffrey Moy
Matt Opprecht
Jeff Peterson
Ben Shore
Derek Smith

ASSETS

Art Asset Manager
Will Edwards

Additional Art
Nick Choles
Brian Pelletier
Jason Smith

ANIMATION

Assistant Animation Lead
Kris Peterson

Animators
David Lam
Eric Schlautman

MOCAP ANIMATION

Mocap Manager
Bobby Duncanson

Mocap Animators
Jerry Ashworth
Jeff Degenhardt
Nicholas Stevenson

Credits

Design

Sean Campbell
Damien Foletto
Justin Negrete
Matt Pinkston
Clem Samson-Samuel
Mike "Oz" Schulenberg
Stu Wiegert

Additional Design
Tom Odell

Programming

Ste Cork
Ryan Danz
James Justin
Kathleen Marty
Simon Parkinson
Aaron San Filippo
Adam Sherburne

Additional Programming
Michael Constant

Story and Dialogue
Bob Love

Additional Audio
Kevin Schilder

Creative Consultant
Rob Gee

Mocap Actors
Erin Schuette
Jeff Skubal

Raven QA
Jason Robinson

STUDIO ADMINISTRATION

Studio Head
Brian Raffel

Director of Product Development
Mike Crowns

Office Management
Charlie Bernstein
Mary Prescott
Kristen Todd

Special Thanks

Mike Gummelt
Kate Steinmetz
Emily Butler
Katelyn Gee
Nichol Norman
Rhiannon San Filippo
Becca San Filippo
Erik Spindler
Emma Watson
Tony Whitaker

The Raven Software X-Men Legends II team would like to thank and acknowledge

The brothers Raffel
Stan "The Man" Lee
The Unannounced Team
The O4 Veterans
Our Production crew at Activision
Blur Studios
Super Villain Studios
Vicarious Visions

Barking Lizards
Beenox
The V drive
Three Point Place
Cub Foods
5 minutes
another 34%
FTP space

Westfield Comics
Kraemer Brothers
Mike Holt Pro
Cedars Sinai Hospital

Introducing all the new Raven babies born during X-Men Legend II development

Edward James Angus
John Henry Edwards
Jack Carlon Parkinson
...and a very special thanks to our spouses, family and friends who have given us their love, patience and support along the way, without which this game could not have been made.

ACTIVISION

President,
World Wide Studios
Kathy Vrabeck

Executive Producer
Adam Goldberg

Producer
Matthew Paul

Associate Producers
Omari Valentine
Alex Garcia

Production Coordinators
Chris Palmisano
Nick Falzon

Localization Manager
Carlos Garcia-Sheitan

Production Testers
Matt O'Connor
Ian Kowalski
Valencia Simmons

Roderrick Wynn
Ben Tapley
Josh Tapley
Doug Grutzmacher
Lynn Harrod
Michael Strout
Greg Menzie
Damon Smith

Senior Online Manager
David Vonderhaar

Production Coordinator
Matthew Beal

Production
Special Thanks

Blaine Christine, Chris Archer
Juan Valdes, Brian Pass
Jeff Poffenbarger
T. Q. Jefferson
Jeff Chen, Nevin Dravinski
Derek Racca, John Sweeney
Jamie Bafus, Scott Walker
Mark Occhilupo, Margie Stohl
Lewis Peterson, Dave Stohl
Kami and Nick Garcia
Jon Lenawy, Neil Wood
Dan Shaffer, Yale Miller

MARKETING AND PR

Global Brand Manager
Julian Hollingshead

Associate Brand Manager
Brad Hisey

Director, Global Brand Management
Robert Kostich

Vice President, Global Brand Management
Will Kassoy

Vice President, Corporate Communications
Maryanne Lataif

Director, Corporate Communications
Michelle Nino Schroder

Manager, Corporate Communications
Ryth-Ming Poon

Publisher, Corporate Communications
Aaron Grant

CENTRAL TECHNOLOGY

Vice President of Technology
Steve Pearce

Senior Art Director
Alessandro Tento

BUSINESS AFFAIRS

SVP & General Counsel
George Rose

Senior Director of Business Affairs & Corporate Compliance
Gregory Deutch

Director, Government & Legislative Affairs
Phil Terzian

Senior Paralegal
Mike Larson

Paralegal
Kap Kang

Legal Administrative Assistant
Danielle Kim

CREATIVE SERVICES

V.P., Creative Services & Operations
Denise Walsh

Director of Creative Services
Matthew Stainner

Creative Services Manager
Jill Barry

Creative Services Assistant Manager
Shelby Yates

Packaging & Manual Design
Ignited Minds LLC

QUALITY ASSURANCE/ CUSTOMER SUPPORT

Project Lead
George Ngo

Senior Project Lead
Jason "Fox" Potter

QA Manager
John Rosser

Night Shift Lead
Graham Hagmaier

Third Shift Lead
Baro Jung

Night Shift Senior Lead
Anthony Hatch Korotko

Third Shift Senior Lead
Henry Villanueva

Floor Lead
Josh Chandler

Console Coordinators
Hideki Omega
Jacob Porter
James Bolan "Dr. Bo"

Online Coordinators
Brice Anderson
Garrett Akira Oshiro
Mikey Vega
Paul Kwon

Localization Coordinator
Danielle Pino

Database Managers
Jeff "Napalm" Burda
Wayne "Hilarity Ensues" Williams
Jovany Zuniga

Testers

Aaron "Snacks" Edberg
Aaron Wong
Abby "The Eggplant" Polakow
Achmad Bastaman
Akbar Muhammad
A.J. Knox
Alden Paguia
Andres Arroyo
Andrew E. Jones
Andrew McQuain
Anthony Rullo
Ashleigh Boslet
Bob Hanscum
Brian Erzen
Bryant Papp
Carlos Thomas
Cesar Muralles
Cesar Velasco
Chanda Dancy
Christian "Beyond the Grave" Velasquez

Christopher Boscamp
Christopher Underwood
Clark Morrisaint
Colby Langen
Daniel Simoneit
Darren German
Darren Pardee
David Grabarek
Dawson Housey
Denny Barnes
Dion Jackson
Eddie Castillo
Edmund Dilucchio
Eliner "Ellie" Penn
Garret Miao
Gary Law
Geoffrey P. Williams
Hadi Burpee
Harry Brammer
Jack Sun
Jarrett Harris
Jason "Egotistic 1" Avila
Jason Corica
Jason Gilmore
Jason Livergood
Jeff Koyama
Jeff Mitchell

Jenson "The Italian Gamer" Wayne
Joe "Party Boy" Pardo
John McCurry
John Ross
Jon York
Jorge Lopez
Justin Aucoin
Justin Sheek
Kevin "K-VAN" Sherwood
Lawrence Wei

Lorenzo Contreras
Luke Siebert
Marcus Dorsey
Maria "Lolita" Winler
Martin "ZtormBringer" Cuilpepper

Matt Ryan
Matt Simmers
Matthew Foley
Michael "Wes" Stratton
Michael Clarke
Michael Gonzales
Michael Quach
Musa Datti
Nick Latimore
Oscar Lopez
Patrick Booth
Paul Harold Hoke
Pedro Forster
Pete Kelley
Prince Cole

Raghu "Goober" Manavalan
Randi "DiDi" Williams
Randy Sison
Ray "Bandit" Durazo
Raymond Chan
Rhonda A. Ramirez "Anime Goddess"
Ricky Hernandez
Rob Finney
Robert Sommerfeld
Robert White
Roderick Ervin
Ron Avila
Ron Hines
Sean Lake
Simon Del Rosario
Simon "Brit" Rush
Skip "Aaron" Katt
Tim Scholefield
Todd Gershon
Van G. Chau

Manager, Day Shift
Matt McClure

Manager, Night Shift
Adam Hartsfield

Manager, Third Shift
Jason Levine

Sr. Manager, Technical Requirements Group
Marilena Rixford

Sr. Lead, Technical Requirements Group

Sión Rodriguez y Gibson

Project Lead, Technical Requirements Group
Aaron Camacho

Testers, Technical Requirements Group

Robert Lara
Marc Villanueva
Kyle Carey
Sasan Helmi
Brent Toda
Christopher Keithley

Dan Nichols
David Wilkinson
Jason Harris
Keith Kodama
Teak Holley

Sr. Lead, Network Testing
Chris Keim

MIS Technician, Network Testing
Francis Jimenez

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

CS/QA Special Thanks
Jim Summers, Jason Wong
Tim Vanlaw, Nadine Theuzillot
Ed Clune, Evan Button, Indra Yee
Joule Middleton, Todd Comesu
Nicholas Westfield, Yvente Ruffin

CS/QA Special Thanks
Jim Summers, Jason Wong
Tim Vanlaw, Nadine Theuzillot
Ed Clune, Evan Button, Indra Yee
Joule Middleton, Todd Comesu
Nicholas Westfield, Yvente Ruffin
Jennifer Vitiello, Jeremy Shortell
Peter McKernan, Mike Rixford
Dylan Rixford, Sarah Papin
Tyler Rivers, Sara Button
Garradan Simmons, Ian McIntyre
Doug Rothman
Randolph d'Amore and
Alex Coleman

MARVEL ENTERPRISES, INC.

Vice President of Interactive - Executive Producer
Ames Kirshen

President, Worldwide Consumer Products
Tim Rothwell

Legal Affairs
Seth Lehman
Joshua M. Silverman
Carl Suecoff

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

Localization Consultant
Stephanie O'Malley
Deming

Localization Tools & Support Provided by
Xloc Inc.

SUPERVILLAIN STUDIOS

Richard Campomanes
Steve Ganem
Chris Glenn
Chris Rausch
Victor Rodriguez

Rob Smith
Josh Taylor
Rob Wilson
Tim Campbell
David Yrigoyen

BLUR STUDIO

Cinematic Work

Creative Director
Tim Miller

CG Supervisor
Sebastien Chort

Animation Supervisor
Derron Ross

Producer
Sherry Wallace

Layout
Jeff Fowler
David Nibbelin
Ruel Pascual
Samir Patel
Derron Ross
Makoto Koyama

Modeling
Heikki Anttila
Ricardo Biriba
Corey Butler
Sze Chan
Sebastien Chort
Zack Cork
Willi Hammes
Ian Joyner
Alex Litchinko
Barrett Meeker
Tuan Ngo
Tim Wallace

Rigging/Cloth Simulation
Carlos Anguiano
Sze Chan
Bryan Hillestad
Jon Jordan
Barrett Meeker
August Wartenberg
Jeff Wilson

Animation
Ruel Pascual
Samir Patel
Derron Ross
Davy Sabbe
George Schermer
August Wartenberg
Jeff Wilson
Wim Bien
Onur Yeldan

Lighting & Compositing
Heikki Anttila
Corey Butler
Sebastien Chort
Willi Hammes
David Ortiz
Tim Wallace

FX
Dan Knight
Laurent Pierlot
Seung Jae Lee
Sung Wook Su

CG Character Technical Supervisor
Jon Jordan

Character Modeling QC Supervisor
Sze Chan

Mocap
Ryan Girard
Eric Lalumiere

Concept Design
Francisco Ruiz Velasco
Chuck Wojtkiewicz
Sean McNally

Matte Painting
Laurent Pierlot

Production Coordinator
Debbie Yu

Production Assistant
Amanda Powell

Tools Programmer
Diego Garcia

Programming & Systems Administration
Duane Powell
Paul Huang
Matt Newell
Abe Shelton

Mocap Talent
Gavin Carlton
Christopher Hicks
Vanessa Vander Plyum
Josh Sweeney

CRI MIDDLEWIRE CO., LTD

Video Compression and Playback

VICARIOUS VISIONS

Alchemy Game Engine
Sound Engine
Michael Constant

NIKITOVA, LLC

CEO & President
Olya Nikitova

VP of Production
Andrei Pozolotin

Project Manager
Maxim Dombick
Business Development Manager
Natalia Makarova

Modelers
Bogdanov Alexander
Michael Budkin, Pavel Osminin
Georgiil Paute

ASSOCIATED PRODUCTION MUSIC

Composer
Gregor Narholz

Key Account Director
Rob Cairns

President
Adam Taylor

Voiceover Recorded at
Salami Studios, LLC

Voice Casting & Direction
Kris Zimmerman

VOICE TALENT

Professor Charles Xavier
Patrick Stewart

Mystique
Grey DeLisle

Garok, Living Monolith
Dwight Schultz

Nightcrawler
Dee Bradley Baker

Sabretooth, Blob, Holocaust
Peter Lurie

Rogue
Cat Taber

Havok
Scott Holst

Blink
Tara Strong

Storm
Dawnn Lewis

Sebastian Shaw
Alan Shearman

Angel
Dave Wittenberg

Jean Grey
Leigh-Allyn Baker

Juggernaut
John DiMaggio

Mister Sinister, Stryfe
Dan Riordan

Sunfire
James Sie

Gambit, Mikhail
Scott McDonald

Bastion
Alistair Duncan

Iceman, Sugarman
James Arnold Taylor

Apocalypse
Richard McGonagle

Magneto
Richard Greene

Pyro, Sauron, Deadpool
John Kassir

Lady Deathstrike, Kitty Pryde
Kim Mai Guest

Banshee, Abyss
Quinton Flynn

Grizzly
Keith Ferguson

Ironman, Ka-Zar
John Cygan

Scarlet Witch, Stamford Sisters
Jennifer Hale

Colossus, James Hudson
Jim Ward

Toad, Zealot
Armin Shimmerman

Bishop, Nick Fury
Khary Payton

Wolverine, Omega Red
Steve Blum

Forge
Lou Diamond Phillips

Beast
Richard Doyle

Cyclops
Josh Keaton

Moirra McTaggart
Jane Carr

Heather Hudson, Destiny
Marsha Clark

Black Queen
Jeannie Elias

Shanna
Masasa Moyo

Emma Frost
Bobby Holliday

Additional Voices
Dan Hay

Eric Biessman
Zachery Quarles

Kris Zimmerman
Tom Kane

Customer Support

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

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

Our support section of the web has the most up-to-date information available. We update the support pages daily, so please check here first for solutions. If you cannot find an answer to your issue, you can submit a question/incident to us using the online support form.

A response may take anywhere from 24–72 hours depending on the volume of messages we receive and the nature of your problem.

NOTE: Internet support is handled in English only.

NOTE: The multiplayer components of Activision games are handled only through Internet support.

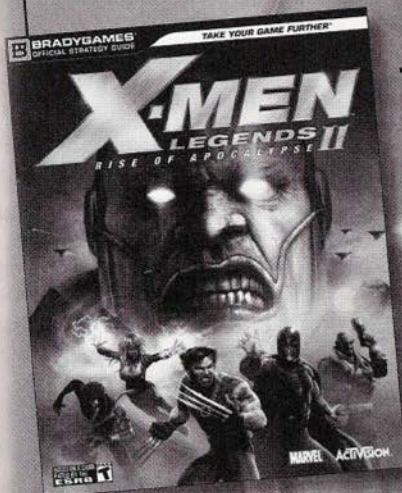
Phone: (310) 255-2050

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

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

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

To Defeat the Greatest Evil, the X-Men will join their greatest Enemy.



**THE ONLY OFFICIAL
STRATEGY SOURCE:**

- Detailed walkthroughs to conquer every level.
- Customization tips for each character.
- Unbeatable online and multiplayer strategies.

What is your strategy to save Earth?



BRADYGAMES
TAKE YOUR GAME FURTHER

MARVEL, X-MEN and all related character names and likenesses thereof are trademarks of Marvel Characters, Inc. Copyright © 2005 Marvel Characters, Inc. All rights reserved. Game © 2005 Activision Publishing, Inc. Activision is a registered trademark of Activision Publishing, Inc. All rights reserved. The settings icon is a registered trademark of the Entertainment Software Association. All other trademarks and trade names are the properties of their respective owners.

MARVEL
www.marvel.com

ACTIVISION

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.

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.

Firewall

In order to join or host an *X-Men Legends II: Rise of Apocalypse* game from behind a router with NAT (Network Address Translation), or firewall, you may need to enable PORT FORWARDING. You will need to route, or forward, all data on port UDP Port 5165 to the IP address assigned to your PlayStation®2 console. (Note: Users using DHCP must ensure that their PlayStation®2 console is always assigned the IP address specified in the PORT FORWARDING setup; under these circumstances you may need to change your PlayStation®2 from "Auto Detect (DHCP)" to a "Static IP" address using the Network Configuration GUI or Network Adaptor Start-Up Disc to ensure that forwarded data always gets to your PlayStation®2 console.)

If you are still having trouble connecting to other players, try bypassing the router or firewall by connecting your PlayStation®2 console directly to you DSL modem, cable modem or other broadband device.

For further questions, please contact Activision's Customer Service support department: (310)255-2050 or www.activision.com/support.

Software License Agreement

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

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

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

YOU SHALL NOT:

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

LIMITED WARRANTY. Activision warrants to the original consumer purchaser of this Program that the recording medium on which the Program is recorded will be free from defects in material and workmanship for 90 days from the date of purchase. If the recording medium is found defective within 90 days of original purchase, Activision agrees to replace, free of charge, any product discovered to be defective within such period upon its receipt of the Product, postage paid, with proof of the date of purchase, as long as the Program is still being manufactured by Activision. In the event that the Program is no longer available, Activision retains the right to substitute a similar program of equal or greater value. This warranty is limited to the recording medium containing the Program as originally provided by Activision and is not applicable to normal wear and tear. This warranty shall not be applicable and shall be void if the defect has arisen through abuse, mistreatment, or neglect. Any implied warranties prescribed by statute are expressly limited to the 90-day period described above.

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

When returning the Program for warranty replacement please send the original product disks only in protective packaging and include: (1) a photocopy of your dated sales receipt; (2) your name and return address typed or clearly printed; (3) a brief note describing the defect, the problem(s) you are encountering and the system on which you are running the Program; (4) if you are returning the Program after the 90-day warranty period, but within one year after the date of purchase, please include check or money order for \$20 U.S. currency per disc replacement. Note: Certified mail recommended.

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

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

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

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

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

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

MISCELLANEOUS. This Agreement represents the complete agreement concerning this license between the parties and supercedes all prior agreements and representations between them. It may be amended only by a writing executed by both parties. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable and the remaining provisions of this Agreement shall not be affected. This Agreement shall be construed under California law as such law is applied to agreements between California residents entered into and to be performed within California, except as governed by federal law and you consent to the exclusive jurisdiction of the state and federal courts in Los Angeles, California. If you have any questions concerning this license, you may contact Activision at 3100 Ocean Park Boulevard, Santa Monica, California 90405, (310) 255-2000, Attn: Business and Legal Affairs, legal@activision.com.

BE LEGENDARY.
BE PREDATORY.

BE BOTH.



ULTIMATE SPIDER-MAN

September 2005

UltimateSpiderManGame.com

PlayStation 2

ACTIVISION

activision.com

MARVEL

www.marvel.com



Spider-Man and all related characters thereof are trademarks of Marvel Characters, Inc., and are used with permission. Copyright © 2005 Marvel Characters, Inc. All rights reserved. Game © 2005 Activision Publishing, Inc. Activision is a registered trademark of Activision Publishing, Inc. All rights reserved. "PlayStation" and the "PS" Family logo are registered trademarks of Sony Computer Entertainment Inc. The ratings icon is a registered trademark of the Entertainment Software Association. All other trademarks and trade names are the properties of their respective owners.

81033.226.US