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TEEN

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Mild Language  
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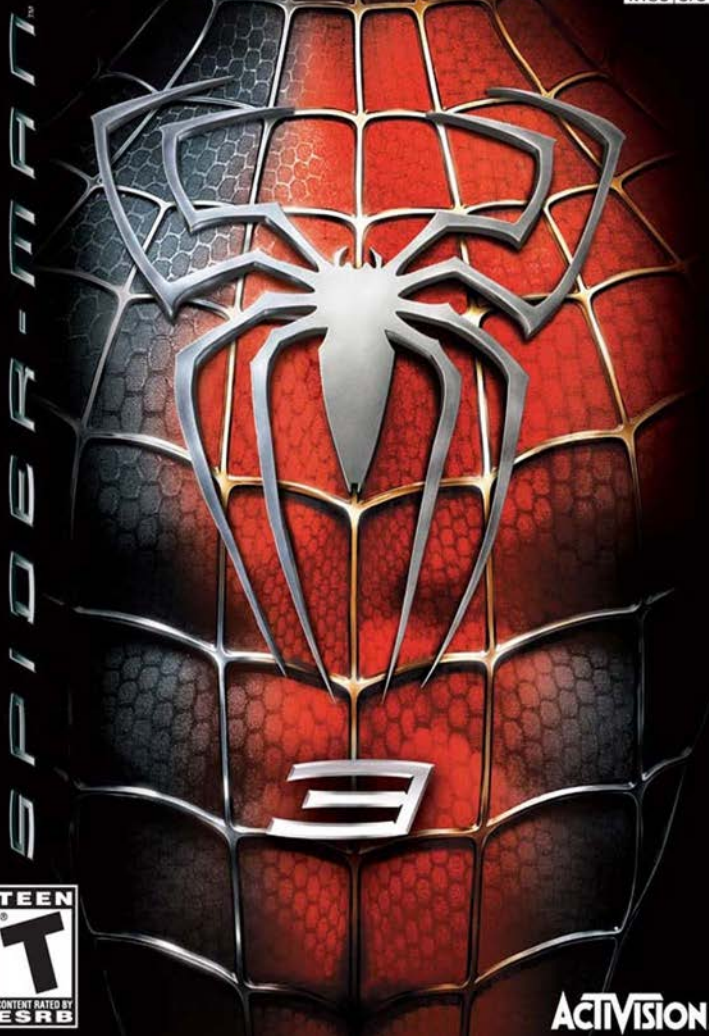
ESRB CONTENT RATING

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PlayStation 2



NTSC/U/C



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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.

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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.

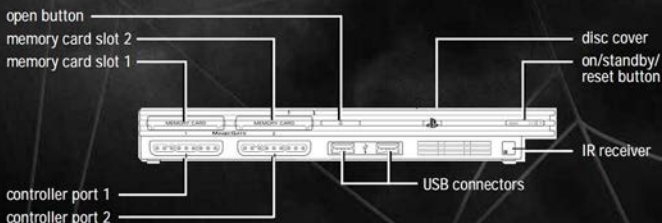
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# GETTING STARTED



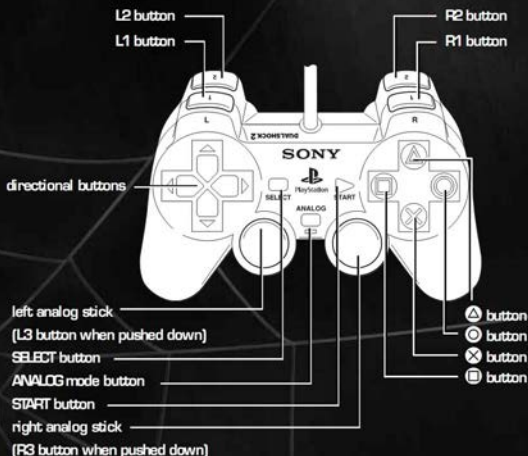
Set up your PlayStation®2 computer entertainment system according to the instructions supplied with your system. Check that the system is turned on [the on/standby indicator is green]. Press the OPEN button to open the disc cover. Place the *SPIDER-MAN 3™* disc with the label side facing up in the disc holder, and then close the disc cover. Attach game controllers and other peripherals as appropriate. Follow the 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.

# STARTING UP

## DUALSHOCK®2 ANALOG CONTROLLER CONFIGURATIONS





To select menu options, use the ↑ and ↓ directional buttons to navigate. 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. *Spider-Man 3™* supports the DUALSHOCK®2 analog controller.

# BASIC CONTROLS

Move Spider-Man	left analog stick
Move Camera	right analog stick
Jump	 button
Wall Crawl	 button (when near a wall)
Quick Attack	 button
Strong Attack	 button
Web Attack	 button (when targeting an enemy)
Dodge	 button
Web Swing	 button
Swing Boost	 button
Web Zip	 button
Interact (when prompted)	 button
Adrenaline Attack	 button (before an attack) +  ,  or  button
Put on or remove Black Suit	 or  directional button
Photo Mode	 directional button
Pause Menu/ Scrapbook	
City Map	
Center Camera Behind Spider-Man	R3 button

## Photography Controls

Toggle Photo Mode On/Off	 directional button
Aim Camera	left analog stick
Zoom In/Out	right analog stick up/down
Take a Picture	 button

## BASIC COMBAT

**Quick Attacks** - Press the **□** button to perform a quick attack.

**Strong Attacks** - Press the **△** button to attack enemies with a powerful hit.

**Attack Combos** - Pay attention to Spider-Man's movements and time your attacks well to perform attack combos. If you perform one or more quick attacks before a strong attack, Spider-Man will execute a more powerful strong attack and do more damage to his enemies.

**Dodging** - Spider-Man may be strong, but that doesn't mean it's a good idea for him to stand around and get punched. If enemies have you cornered, quickly press the **L2** button to dodge. When you see spider-sense flash around Spider-Man's head, an enemy is about to hit Spider-Man with a major attack. Dodge out of the way as fast as you can!

## LOCOMOTION


With great power comes great responsibility... and the chance to have a great time swinging around the city you love. Here's how:

Press and hold the **R2** button to cast a web-line to a building nearby. (If there isn't a building nearby, go for trees and lampposts.) Your web-line will choose a good target in the direction you're pointing the left analog stick. Press down on the **R2** button through the arc of your swing; when you let go of the **R2** button, Spider-Man will let go of his web-line and soar through the air. From here, press and hold the **R2** button again, to continue swinging, or press the **X** button to do a double-jump, increasing his time in the air... or you can just drop him gracefully to the ground.

As Spider-Man swings along, you can steer his path with the left analog stick. You also can give him a big swing boost when you press and hold the **X** button, after which you'll see Spider-Man bring his legs back behind him. Let go of the **X** button and Spider-Man will swing his legs forward, generating an extra burst of speed. Try to time the release of your web-line to match the end of the boost, to add extra distance after the release point.

Sometimes, though, you don't need to go swinging all over the city; you just want to get across the street. Press the **R1** button to do a web zip: Spider-Man will cast out a web-line and zip to whatever the web-line is attached.

# SCRAPBOOK

Press  to bring up the Scrapbook.



**Game Progress** – See how many missions you've completed, check your trick race scores, and view other stats about your game.



**Load/Save** – Save your game, load up a previously saved game, or start a new game from the beginning. You can also change the difficulty of the game or retry your current mission.

**Settings** – Adjust all sound (SFX, VO, Music), view controller layout, toggle vibration, invert X-axis, invert Y-axis.

**Hero Upgrade** – Upgrade your Spider-Man to be the best web-swinging, wall-crawling Spider-Man you can be. (See page 8 for more information.)

## CITY MAP

Press  to bring up the City Map. Use the **left analog stick** to scroll around the map. Use the **right analog stick** to zoom in and out. Press the  button to set a Marker on the map. You'll be able to see the Marker on-screen as you explore the city, helping you to get wherever you want to go.

You can change the information shown on the map by pressing the  and  directional buttons.

**General** – See where you are in the city.

**Crime Wave** – Shows you where the various gangs are acting up; head to these spots and start a crime patrol to help the police take back control of the neighborhood.

**Challenges** – Find trick races and other ways to test your spider skills.

**Current Missions** – Helpful when you're lost, this will mark the next place (or places) you need to go to keep things moving.



# ADVANCED COMBAT

**Combos** - Chain together different combos of quick and strong attacks to subdue the more delinquent elements of society.

**Vaulting** - When you're facing the enemy, move the left analog stick toward him and press the **L2** button to vault over him. As you progress through the game, you'll be able to unlock upgrades that will allow you to perform attacks mid-vault. Be careful, though, some of your more powerful foes will be able to counter this move.

**Web Attacks** - You can press the **○** button to web splat enemies, which will blind them and stop them in their tracks for a while, or you can press and hold down the **○** button to attach a web-line to them... and a whole world of possibilities opens up from there.

If enemies are armed or hiding behind shields, continue to hold down the **○** button and try to disarm them.

If you're fighting a little fella, once the web-line is attached:

- Press the **□** button to lift him up in the air and slam him back down (web slam).
- Press the **△** button to pull him in for a web strong attack.
- Press and hold the **△** button to pull him in for a strong attack that will launch him into the air (web juggle).
- Or press and hold the **○** button and rotate the **left analog stick** to swing him around and cast him off into the distance (web rodeo).

If the enemy you're facing is a bit bigger, once the web-line is attached, press the **○** button again to launch Spider-Man at him and mount. Once you're mounted, you can carry out a quick attack, strong attack or web splat from point-blank range. Press the **×** button to dismount.

**Adrenaline Moves** - As Spider-Man swings around the city, fighting crime and doing all of the things a spider can, his adrenaline meter will fill. Once the meter is completely filled, tap the **L1** shoulder button and then one of the attack buttons for a special adrenaline attack.

- **Adrenaline Quick Attack** - Press the **adrenaline** button and then press the **□** button. Spider-Man will jump spectacularly from target to target doing additional damage to each.

- **Adrenaline Strong** - Press the **adrenaline** button and then press the **△** button. Spider-Man will jump into the air and perform a two-handed smash on the target. He will then web yank the target back to him and perform a strong kick on his target.
- **Adrenaline Web** - Press the **adrenaline** button and then press the **○** button. Spider-Man will shoot 3-6 shots in succession toward his target.

## BLACK-SUITED SPIDER-MAN

Once Spider-Man has acquired the black suit, press the **←** or **→** directional button to switch from Spider-Man into Black-Suited Spider-Man.

Once Spider-Man is in the black suit, his health will increase, and his attacks will become more powerful. He will swing faster, jump higher, and handle even the most daunting situations with a surprising ease.

However, the longer Spider-Man stays in the black suit, the more control it will have over him. His rage will increase with every punch you throw, and eventually, Black-Suited Spider-Man will be consumed by his rage, feed off of it, and reach the pinnacle of his abilities.

To remove the black suit, press the **←** or **→** directional button and follow the on-screen prompts. Be prepared for a struggle: the black suit won't come off as easily as it went on. If you're unsuccessful, and allow Spider-Man to stay in the black suit until his rage overwhelms him, Spider-Man will collapse, and your mission will fail.

## HERO POINTS AND UPGRADES

As you swing about the city, completing missions and performing combos, Spider-Man will gain experience. Once your experience bar is completely **□**lled, you'll earn a hero point, which you can use to upgrade Spider-Man's abilities.

You can see your experience meter on the game's HUD; once you've earned a hero point, head to the Hero Upgrade section of the Scrapbook to spend it on improvements like health upgrades, increased knockback power, special web combat moves and more.

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**Art Production Manager**  
Aimee E. Smith

**Art Production Manager**  
Dilber Mann

**Associate Production Manager**  
Nelson Wang

**Tec & hnicl Artist**  
Mike Eheler

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**Sound Specialist**  
Dan Morris

**Central Audio Programmer**  
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**Audio Coordinator**  
Noah Sarid

**Activision Special Thanks**  
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Brian Ward, Steve Pearce  
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Sasha Gross, Jeff Chen  
Brian Morrison  
Beenox, Inc.  
Z-Axis Games

### **Marvel Entertainment**

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**President of Production,  
Marvel Studios**  
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**Special Thanks**

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## Sony Pictures Consumer Products

**Vice President, Interactive**

Mark Caplan

**Director, Interactive**

Keith Hargrove

**Special Thanks**

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 Avi Arad  
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 Juli Boylan  
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## Womb Music

**Casting and Voice Direction**

Margaret Tang

**Engineering,  
 Editorial and Post**

Rik Schaffer

### Cast

**Charlie Robinson**

Robbie Robertson

**Courtenay Taylor**

Shriek

**Kari Wahlgren**

Mary Jane Watson

**Iona Morris**

Dr. Andrews

**Keane Young**

Mr. Chen

**Nathan Carlson**

Dr. Connors

**Neil Kaplan**

Kraven

**Neil Ross**

Carlyle

**Rachel Kimsey**

Betty Brant

**Sean Donnellan**

Morbius

**Spencer Ganus**

Penny Marko

**Vanessa Marshall**

Detective DeWolfe

**Additional Voices**

Andre Sogliuzzo  
 Andrew Kishino, Archie Kao  
 Armando Valdes-Kennedy  
 Avery Kidd Waddell  
 Candi Milo, Charlie Schlatter  
 Chris Emerson, Chris Williams  
 Chuck McCann, Clyde Kusatsu  
 Crystal Scales, Dana Seltzer  
 Danny Mann, Dawnn Lewis  
 Debi Mae West, Erin Fitzgerald  
 Fred Tatasclore  
 Gabriell Cartieris  
 Grant Albrecht, Greg Cipes  
 Hans Schoeber, Hynden Walch  
 James Sie, Jason Singer  
 John Kassir, Jordan Marder  
 Jordi Caballero, Josh Keaton  
 Justine Miceli, Kim Mai Guest  
 Kimberly Brooks, Lahmard Tate  
 Laraine Newman, Marc Graue  
 Margaret Tang, Masasa Moyo  
 Melissa Greenspan  
 Michael Gough, Mikey Kelley  
 Mitzi McCall, Nika Futterman  
 Nolan North, Iona Morris  
 Patrick Renna, Paul Nakauchi  
 Phil Buckman, Phil LaMarr  
 Phil Morris  
 Phillip Anthony Rodriguez  
 Quinton Flynn  
 Robin Atkin Downes  
 Ron Yuan, Sheryl Bernstein

Silvana Vienne

Stephen Stanton

Tasia Valenza, Vyvan Pham

## Music

**Recorded in Malmö, Sweden**

Malmö Symphony Orchestra

**Orchestral Recording and Mix**

Fredrik Sarhagen

**Orchestration and Conducting**

Stephen Coleman

**Orchestration and****Additional Music**

Robert Bennett

**Music Editing and****Additional Music**

Scott Salinas

**Music Editing**

Adam Gershon

**Additional Music**

Eric Colvin  
 Tod Haberman  
 Dan Manor  
 Francois-Paul Alche

## Guest Artists

**"Scorpion"**

PAUL OAKENFOLD

**"Apocalypse"**

THE CRYSTAL METHOD

**"Order of the Dragon Tail"**

UBERZONE

**"Scorpion: Evil Corp"**

MONOLAKE

**"Arsenic Candy"**

ANDREW PHILLPOTT

**Lead Synth**

SCOTT KIRKLAND  
 (THE CRYSTAL METHOD)

**"De Wolfe" Guitar**

RICHARD FORTUS

**"Order of the Dragon Tail" Vocals**

MARISSA STEINGOLD



"Arsenic Candy" Choir  
YOUTH ACADEMY OF  
DRAMATIC ARTS

"Arsenic Candy" Fashion  
RED-EYE

Agency for Tobias Enhus  
Richard Bishop  
at 3 Artist Management

Additional Thanks to  
Lennart Stenkvisst at MSO  
Katie Sippel at 3am

Packaging and  
Manual Design  
Ignited Minds LLC



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Additional Artwork  
XPEC ENTERTAINMENT

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Art Supervisor  
Sim Chen

Artists  
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Ron Wang  
Kitunen Chang  
Chien Su  
Andy Cheng

Angus Lee  
Poly Tsai  
Spawn Chang  
Su-Wei Lo

Technical Artist  
Freddy Hslao

Coordinators  
Steven Chen  
Angeline Hsieh

Additional  
Programming

FMOD / FIRELIGHT  
TECHNOLOGIES, PTY. LTD.

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