

CONTENTS

Installation	2
Game Menus	3
Combat	5
Black-Suited Spider-Man™	6
General Information	7
Tests of Strength and Agility	7
Credits	8
Customer Support	16
Software License Agreement	18

INSTALLATION

Please make sure your computer system uses one of the following Windows® Operating Systems: 2000, XP or Vista. *Spider-Man 3™* requires the latest DirectX® 9.0c-compatible drivers for your DVD-ROM drive, sound card and video card, as well as any other peripherals.

How to Install *Spider-Man 3™*

1. Before installing, close all other applications.
2. Insert the *Spider-Man 3™* DVD into your DVD-ROM drive. If you have Autoplay enabled, the title screen will be displayed shortly after inserting the DVD into your drive. If Autoplay is not enabled, simply double-click on **My Computer** and open the DVD-ROM drive where *Spider-Man 3™* is located. Double click on **Setup.exe** to launch the installer and follow the on-screen instructions.
3. After *Spider-Man 3™* is installed, your computer will install the Microsoft DirectX 9.0c drivers (if you don't already have them). When DirectX installation is complete, you may need to restart your computer for the new drivers to take effect. For more information on DirectX 9.0c, see the relevant Help file located on the DVD.
4. Now you can run *Spider-Man 3™* from the Start menu or by clicking **Play** on the DVD title screen. Please note that you must have a *Spider-Man 3™* DVD in your DVD-ROM drive at all times to play the game.

GAME MENUS

City Map

Press the **M** key at any time while in the city to access the City Map. The City Map is a useful tool to orient Spider-Man in Manhattan and find a path toward a specific point. The on-screen controls describe how to cycle through different points of interest, zoom in and out, and move the cursor around to different locations. Use the **C** and **R** keys to switch the markers on the map between Missions, Challenges and Crime Fighting levels. Once you have selected a point of interest, press the **Spacebar** and a marker will appear on your screen to guide you to it.

Pause Menu Screens

Press **ESC** to access the Pause Menu while playing *Spider-Man 3™*. Press the **left** and **right arrow keys** to cycle between screens in the Pause Menu.

Game Summary

This sub-menu shows your progress through the game. Here you can also view the crime level in the city, number of tokens collected and gameplay statistics and manually save the game.

Extras

You can access credits and unlocked extra content in this menu, such as combat arenas.

Upgrades

Here you can see how to perform any upgrades you have unlocked as well as select any extra playable characters you have earned.

Options

This menu allows you to adjust video and audio options and view and change your keyboard, gamepad and camera controls.

Movement and Camera Control

Use the **W**, **S**, **A** and **D** keys to move Spider-Man around while on the ground or swinging in the air. Hold the **Shift** key while running to sprint. Use the **up**, **down**, **left** and **right** arrow keys to manually take control of the camera in *Spider-Man 3™*. This can be useful to look up, down or around Spider-Man, particularly while using Spider-Senses to locate a mission objective or an elusive enemy. Manual camera controls can be adjusted in the Pause Menu.

Swinging

Press the **middle mouse button** to shoot a web and begin to swing. You can also jump before pressing the **middle mouse button**, to have some extra height when you start to swing. While swinging, use the **W**, **S**, **A** and **D** keys to steer Spider-Man in the direction that you want him to go. At any point during the swing, you can shoot out another web and start a new swing by pressing the **middle mouse button**.

A good way to have greater control over Spider-Man's movement is to jump out of a swing by pressing the **Spacebar**. After jumping out of the swing press the **middle mouse button** to shoot out another web and start your next swing. Also, charging a jump by holding the **Spacebar** for a couple of seconds before releasing it will give you a bigger speed boost as you release your web.

At any point, while swinging, you can also press the **Shift** key to get an extra speed boost. Boosting has a greater effect at the bottom of a swing.

Frequent use and practice of these techniques will get Spider-Man moving across Manhattan in record time!

Swinging Upgrades – As you progress through the story in *Spider-Man 3™*, new swinging abilities and upgrades will become available to Spider-Man. Pay attention to these upgrades as some may be necessary to complete certain missions, such as the Web Yo-Yo (the **R** key on the keyboard once unlocked).

COMBAT

Spider-Man 3™ has an easy-to-use yet in-depth combo system that takes full advantage of Spider-Man's inherent speed, strength and web abilities. Use a combination of the **left** and **right mouse buttons** and the **E** key to unleash a huge variety of combos on your enemies. You can also use the jump button to take combat to the air and perform devastating air assaults. Using the **E** key from a distance will also allow you to perform web moves on your opponents. Using the **E** key when close to enemies will allow you to grab them and perform grapple moves.

Spider Reflexes – When a yellow or red danger icon appears above an enemy's head, activate Spider-Reflexes by holding down the **Q** key to dodge the incoming attack. Spider-Reflexes slows down the world around you and can be very helpful in combat and puzzle situations. Dodging the attacks of most enemies, even bosses, can leave them open to counter attacks, so be sure to use Spider-Reflexes during battle. The blue bar in your HUD measures how much reflex power you have remaining.

Super Moves – The red combo meter in the upper left corner of the screen will fill up as you perform successful attacks on enemies. Once it is full, you can execute any of the super attacks you have unlocked by pressing the **Caps Lock** key and pressing the appropriate attack button.

Combat Upgrades – As you progress through the story in *Spider-Man 3™*, you will unlock new combat manoeuvres that will help Spider-Man conquer his foes. Pay attention to these upgrades as they can be useful tools against some of the more difficult encounters that Spider-Man will face.

On the next page you'll find a list of some of the basic combos you start the game with. Look in the upgrades tab of the Pause Menu to view the upgrades you earn during gameplay.

Attack Name	Control
<i>Ground Combos</i>	
Right Uppercut	left mouse button, left mouse button, left mouse button
Jump Hammer Smash	right mouse button, right mouse button, right mouse button
360° Side Tornado Kick	left mouse button, left mouse button, right mouse button
Kick Launcher	left mouse button, right mouse button, left mouse button
<i>Air Combos (knock or pull opponent into the air first)</i>	
Air Double Fist	left mouse button, left mouse button, left mouse button
Power Punch	right mouse button, right mouse button, right mouse button
Air Axe Kick	right mouse button, right mouse button, left mouse button
Air Throwdown	left mouse button, left mouse button, right mouse button
<i>Grabs</i>	
Sprint Uppercut	Shift + left mouse button
Aerial Assault	E key, right mouse button
Grab Aerial Throw	E key, Spacebar
Web Rodeo	E key (A or D key)
<i>Special Attacks, Ground & Air</i>	
Pinball	Caps Lock + left mouse button

BLACK-SUITED SPIDER-MAN™

Throughout the story of *Spider-Man 3™*, Spider-Man will unleash his dark side and become Black-Suited Spider-Man™. When he dons the Black-Suit, Spider-Man can take more damage, hit harder, jump higher and move faster, allowing him to take full advantage of his unique superpowers.

GENERAL INFORMATION

Health and Spider Reflexes, and Combo Meter – The icon in the upper left corner of the screen displays Spider-Man's Health and Spider-Reflexes reserve. As Spider-Man takes damage, the red bar will decrease. The blue bar represents Spider-Man's reflexes. As he uses this superpower, the bar will decrease until he can no longer stay in his heightened Spider-Reflex state. The centre of the icon is your Combo meter and will fill up with each successful attack on an enemy. Once your Combo meter is full, you can use a super attack. When in the black suit and your Combo meter is full, you can enter rage mode for a short period of time.

Chase Meter – The Chase meter shows how far away Spider-Man is to the chase target. Don't fall too far behind or you will fail the mission. Don't follow targets too close if you are trying to be stealthy. The closer the spider is to the right side of the screen, the closer you are to your target.

TESTS OF STRENGTH AND AGILITY

As you play through *Spider-Man 3*™ there will be moments when button icons will appear on the screen, indicating which button to press to successfully complete a Test of Strength or Test of Agility. Just follow the prompts on-screen to successfully complete the test.

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AS HARRY OSBORN/
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AS FLINT MARKO/SANDMAN

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MITZI MCCALL
NIKA FUTTERMAN
NOLAN NORTH
IONA MORRIS
PATRICK RENNA
PAUL NAKAUCHI
PHIL BUCKMAN
PHIL LAMARR
PHIL MORRIS
PHILIP 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 AICHE

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 STENKVIST AT MSO
KATIE SIPPEL AT 3AM

Foley
TODD AO - WEST

Foley Mixer
NERSES GEZALYAN

Foley Artists
JAMES MORIANA
JEFFREY WILHOIT MPSE

Packaging and Manual Design

IGNITED MINDS LLC

Additional Artwork

XPEC ENTERTAINMENT

Project Manager
JULIE CHUNG

Art Supervisor
SIM CHEN

Artists
ALAN LIN
RON WANG
KITUNEN CHANG
CHIEN SU
ANDY CHENG
ANGUS LEE
POLY TSAI
SPAWN CHANG
SU-WEI LO

Technical Artist
FREDDY HSIAO

Coordinators
STEVEN CHEN
ANGELINE HSIEH

Additional Programming

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**Senior Localisation
Project Manager**
FIONA EBBS

Manager EUP Creative Services
JACKIE SUTTON

**Creative Services
Project Manager**
CORINNE CALLOIS

**Creative Services Co-ordinator,
Box and Docs**
MÉLISSANDRE MONATUS

**Creative Services Co-ordinator,
Marketing Materials**
NATALIE CLARKE

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TIM PONTING

PR Manager UK/EM
SUZANNE PANTER

Senior PR Executive
LEO TAN

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HEATHER CLARKE

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LYNNE MOSS
BERNADETTE COWAN

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SPIDER-MAN
MERCHANDISE

CUSTOMER SUPPORT

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In order to assist us when dealing with your difficulty, please have the following information ready when you call or attach it to your email to support@activision.co.uk.

1. Complete product title.
2. Exact error message reported (if any) and a brief description of the problem.
3. A copy of your Direct X Diagnostics report. To access this go to Start -> Run and typedxdiag c:\dxdiag.txt and press ENTER. The report will be found in your My Computer C: drive.

If you are experiencing difficulty with the multiplayer or online portion of the product, please assist us by having the following additional information ready when you call.

If you are using a modem:

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

If using an external modem:

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

If you are on a LAN:

1. Can you see other computers on the network?
2. What is your network configuration?
3. What brand of network card do you have?
4. What network software are you running? What version number?

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SPIDER-MAN 3



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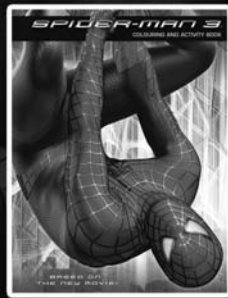
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