



SPIDER-MAN.

PLAYSTATION.3



ACTIVISION.

WARNING: PHOTOSENSITIVITY/EPILEPSY/SEIZURES

A very small percentage of individuals may experience epileptic seizures or blackouts when exposed to certain light patterns or flashing lights. Exposure to certain patterns or backgrounds on a television screen or when playing video games may trigger epileptic seizures or blackouts in these individuals. These conditions may trigger previously undetected epileptic symptoms or seizures in persons who have no history of prior seizures or epilepsy. If you, or anyone in your family, has an epileptic condition or has had seizures of any kind, consult your physician before playing. **IMMEDIATELY DISCONTINUE** use and consult your physician before resuming gameplay if you or your child experience any of the following health problems or symptoms:

- dizziness
- altered vision
- eye or muscle twitches
- loss of awareness
- disorientation
- seizures, or
- any involuntary movement or convulsion.

RESUME GAMEPLAY ONLY ON APPROVAL OF YOUR PHYSICIAN.

Use and handling of video games to reduce the likelihood of a seizure

- Use in a well-lit area and keep as far away as possible from the television screen.
 - Avoid large screen televisions. Use the smallest television screen available.
 - Avoid prolonged use of the PLAYSTATION®3 system.
Take a 15-minute break during each hour of play.
 - Avoid playing when you are tired or need sleep.
-

Stop using the system immediately if you experience any of the following symptoms: lightheadedness, nausea, or a sensation similar to motion sickness; discomfort or pain in the eyes, ears, hands, arms, or any other part of the body. If the condition persists, consult a doctor.

WARNING TO OWNERS OF PROJECTION TELEVISIONS:

Do not connect your PLAYSTATION®3 system 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.

HANDLING YOUR PLAYSTATION®3 FORMAT DISC:

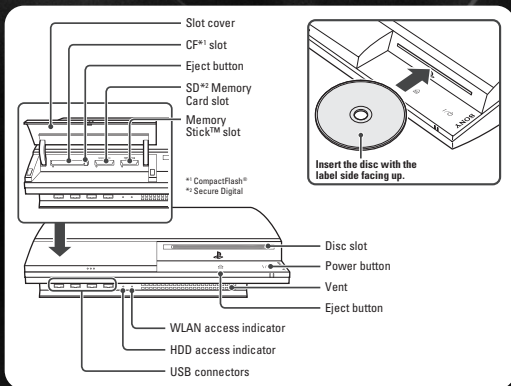
- Do not bend it, crush it or submerge it in liquids.
- Do not leave it in direct sunlight or near a radiator or other source of heat.
- Be sure to take an occasional rest break during extended play.
- Keep this disc clean. Always hold the disc by the edges and keep it in its protective case when not 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.

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GETTING STARTED

PLAYSTATION®3 system front



Starting a game: Before use, carefully read the instructions supplied with the PLAYSTATION®3 computer entertainment system. The documentation contains information on setting up and using your system as well as important safety information.

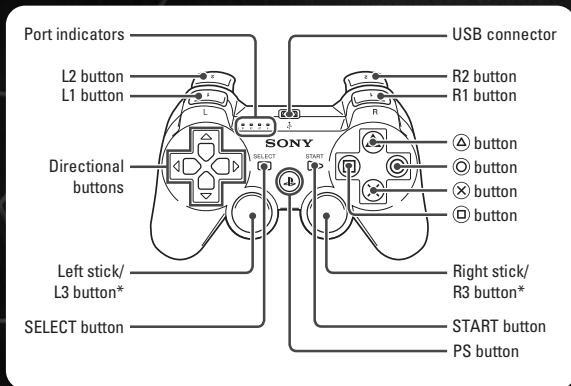
Check that the MAIN POWER switch (located on the system rear) is turned on. Insert the *Spider-Man 3*™ disc with the label facing up into the disc slot. Select the icon for the software title under [Game] in the PLAYSTATION®3 system's home menu, and then press the $\otimes$ button. Refer to this manual for information on using the software.

Quitting a game: During gameplay, press and hold down the PS button on the wireless controller for at least 2 seconds. Then select "Quit Game" from the screen that is displayed.

Hint: To remove a disc, touch the eject button after quitting the game.

GETTING STARTED

Using the SIXAXIS™ wireless controller (for PLAYSTATION®3)



* The L3 and R3 buttons function when the sticks are pressed.

Note: To use the controller, you must first register or “pair” the controller with the PLAYSTATION®3 system and assign a number to the controller. For details, refer to the instructions supplied with the system.

Saved data for PLAYSTATION®3 format software

Saved data for PLAYSTATION®3 format software is saved on the system's hard disk. The data is displayed under “Saved Game Utility” in the Game menu.

GAME MENUS

City Map

Press  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 directional buttons to switch the markers on the map between Missions, Activities and Crime Fighting levels. Once you have selected a point of interest, press the  button and a marker will appear on your screen to guide you to it.

Pause Menu Screens

Press  to access the Pause Menu while playing *Spider-Man 3*.™ Press the  and  buttons 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 unlocked extra content in this menu, such as Endurance 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 audio options, view your controls and adjust camera controls.

Movement and Camera Control

Use the **left stick** to move Spider-Man around while on the ground or swinging in the air. Press the  button while running to sprint. Use the **right stick** 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 **R2** button to shoot a web and begin to swing. You can also jump before pressing the **R2** button to have some extra height when you start to swing. While swinging, use the **left stick** 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 **R2** button again.

A good way to have greater control over Spider-Man's movement is to jump out of a swing by pressing the **X** button. After jumping out of the swing press the **R2** button to shoot out another web and start your next swing. Also, charging a jump by holding the **X** button 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 **L2** button 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!

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 **□**, **△** and **○** buttons 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 **○** button from a distance will also allow you to perform web moves on your opponents. Using the **○** button 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 pressing the **L1** button 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 **R1** button and the appropriate attack button.

Combat Upgrades – As you progress through the story in *Spider-Man 3*, you will unlock new combat maneuvers 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.

GENERAL INFORMATION

Health, 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 center 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 controlling Black-Suited Spider-Man with your Combo meter 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.

Attack Name	Control
<i>Ground Combos</i> Right Uppercut Jump Hammer Smash 360° Side Tornado Kick Kick Launcher	 ,  ,   ,  ,   ,  ,   ,  , 
<i>Air Combos (knock or pull opponent into the air first)</i> Air Double Fist Power Punch Air Axe Kick Air Throwdown	 ,  ,   ,  ,   ,  ,   ,  , 
<i>Grabs</i> Sprint Uppercut Toss Up Aerial Assault Grab Aerial Throw Web Rodeo	 +   ,   ,   ,   , (rotate left stick)
<i>Special Attacks, Ground Only</i> Pinball	 +  , 

Play As New Goblin

In this version of *Spider-Man 3*, as you progress through the story of the game you will unlock the ability to play as New Goblin. Once unlocked, go into the Upgrades section of the Pause Menu to switch between New Goblin and Spider-Man. While playing as New Goblin, you can tilt your SIXAXIS™ controller to change the direction that you travel. Explore Manhattan as New Goblin to uncover new challenges and activities that are tailored to his capabilities.

CREDITS

STARRING

Tobey Maguire

AS PETER PARKER/SPIDER-MAN

James Franco

AS HARRY OSBORN/
NEW GOBLIN

Topher Grace

AS EDDIE BROCK/VENOM

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Executive Producer, Video Games**
AMES KIRSHEN

**President of Production,
Marvel Studios**
KEVIN FEIGE

Business & Legal Affairs
SETH LEHMAN
JOSHUA M. SILVERMAN
ROBERT SHATZKIN
MICHAEL WILLOWS
YURY VEYNBLAT
RYAN POTTER

Special Thanks
DAVID MAISEL
AVI ARAD
JANA HANEY

**Sony Pictures
Consumer Products**

Vice President, Interactive
MARK CAPLAN

Director, Interactive
KEITH HARGROVE

Special Thanks
SAM RAIMI
KEVIN FEIGE
AVI ARAD
JOSH MATAS
GEORGE LEON
JULI BOYLAN
LAETITIA MAY

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

Keone Young
MR. CHEN

Nathan Carlson
DR. CONNERS

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 TATASCIORÉ
GABRIELL CARTERIS
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
LARAINÉ 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
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 by
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**

BLUE SHIFT, INC.
SPEEDTREE® | IDV, INC.
FMOD / FIRELIGHT
TECHNOLOGIES, PTY. LTD.

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