

TABLE OF CONTENTS

Installation & Setup	2
The Story So Far	4
It's a Big World Out There	5
Create a Profile	6
Pause Menu	6
Play Both Sides	9
General Information	13
Gameplay Tips	16
Credits	17
Customer Support	19
Software License Agreement	20

INSTALLATION & SETUP

AUTOPLAY

If the Windows Autoplay feature is enabled on your computer, the splash screen will begin when you insert the *Ultimate Spider-Man™* CD 1 into your CD-ROM drive. On the splash screen, press **Install** and follow the on-screen instructions to continue the installation.

Note: The Ultimate Spider-Man™ CD 1 functions as the CD key. You must have CD 1 in your CD-ROM drive to play the game.

If the Autoplay feature is disabled, you can begin the installation by doing the following:

- a. Go to the Start Menu and select **Run**.
- b. Type **D:\SETUP.EXE** (assuming D is your CD-ROM drive letter) and press **Enter**.

-or-

- a. Double-click on **My Computer**
- b. Double-Click your CD-ROM drive icon.
- c. Double-click on **SETUP.EXE**.

DIRECTX® 9.0C

During the *Ultimate Spider-Man™* typical install setup, the install process will automatically detect DirectX® 9.0c on your computer. If it's not already installed, Microsoft® DirectX® 9.0c will be installed on your computer. DirectX® 9.0c is a set of sound, video, input and network functions developed by Microsoft. DirectX® 9.0c is necessary to run *Ultimate Spider-Man™*.

It's recommended that you choose to update to the newest version of DirectX®. If you already have other Windows® 2000/XP games on your computer, chances are you already have a version of DirectX® installed. In this case, the Microsoft installer will detect and overwrite any previous versions with DirectX® 9.0c. At that point, you'll need to restart your computer for the changes to take effect. If, however, you already have DirectX® 9.0c installed on your computer, the Microsoft® DirectX® 9.0c installer will detect it and not overwrite any files. You will not need to restart your computer after installation to run *Ultimate Spider-Man™*.

If you choose not to install DirectX® 9.0c when you install the game, you can manually install it later. To do so, use the following instructions:

1. Place your *Ultimate Spider-Man™* disk in the CD-ROM drive.
The Launch screen should appear. (See the AutoPlay section above if it does not appear.)
2. Click on the **Extras** button.
3. Click on **DirectX®** and follow the installation process. When the DirectX® installation finishes, you'll need to restart your computer for the new drivers to work.

If you encounter the following error message, you've tried to start the game without the correct version of DirectX® installed on your computer:

*"DirectX® 9.0c is not installed on this computer.
Install it and try again."*

You'll need to follow the directions above to install DirectX® before starting the game.



THE **STORY** SO FAR

The Venom suit was designed by Doctors Richard Parker and Edward Brock in an attempt to develop a cure for cancer.

Recently, their sons Peter Parker and Eddie Brock, Jr. discovered the final remaining sample of the Venom suit—and unleashed the nightmare of Venom.

When Eddie and the Venom suit vanished in a flash of electricity, Peter learned one fundamental rule of the super hero business: "If there's no corpse—the guy's alive."

Now, three months later, Peter Parker continues his double life as both high school student and Spider-Man. Unbeknownst to Peter, Venom is terrorizing the streets of New York once again.



IT'S A **BIG WORLD** OUT THERE

In *Ultimate Spider-Man*, you can experience a free-roaming city environment that covers Manhattan and neighboring Queens. As the game unfolds, you'll automatically switch back and forth between the heroic Spider-Man and his arch nemesis Venom.

As the game progresses, Spider-Man will have certain City Goals to accomplish in order to continue the story. Check the **City Goals** section of the **Pause** menu to see Spider-Man's current objectives.

Once all City Goals have been accomplished, a beacon of light will appear, represented as a green dot on the mini-map, showing where the next story mission begins.

In addition to the main story, there will be multiple City Events taking place. City Events range from stopping muggings to saving lives, and are represented by red dots on the mini-map. Time is of the essence, so when you see a City Event in progress, get in there and be a hero.

There are a lot of additional activities such as finding secret tokens, landmarks, comic book covers and competing in trick races. These diversions are fun and if successful, you'll be rewarded with secret content.

Now get out there and save the city!

CREATE A PROFILE

Start by creating a user profile to save your game progress. Enter a name using the directional keys to select letters and move the selector. Press the desired letters to enter your profile name.

PAUSE MENU

Press the **Esc** key to access the **Pause** menu. In addition to taking a break from the game, the **Pause** menu allows you to access many other features of *Ultimate Spider-Man*. Use the directional buttons and the **Enter** key to highlight and select options.



CITY GOALS

Check here to see your current objectives.



SAVE GAME

Save your game.

[illegible][illegible]

Review past in-game communications.



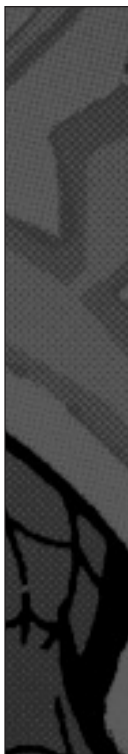
UNLOCKABLES

Access special features you earn from excellent play.

SWITCH HERO

Use this option to switch between Spider-Man and Venom.

Note: Only available after completing the entire game story. Before that, you'll be automatically switched between the two characters.



PLAY BOTH SIDES

Ultimate Spider-Man gives you the opportunity to play as both Spider-Man and Venom. As you move through the city, be on the lookout for beacons of light that mark the starting point for a story mission. After completing a mission, you'll be returned to the city as Spider-Man so you can explore at will.

Between story missions, you'll need to complete certain objectives in order to advance. Check the **City Goals** section in the **Pause** menu to see your current list of objectives.

Note: The tasks required to advance your City Goals accumulate as the game progresses. For example, if you find all tokens at the beginning of the game, you have completed that goal for the entire story.

As a reward for completing the game story, you'll unlock the ability to roam freely in the city as Venom or Spider-Man. Select **Switch Hero** from the **Pause** menu to switch between Spider-Man and Venom.

SPIDER-MAN CONTROLS

Spacebar	Jump (press once)/Press a second time while in mid-air to double jump. The longer you hold the key down, the higher you jump.
	Wall Crawl/Grab/Combat Throw
	Punch/Speed Boost (while swinging)
	Kick/Climb Web (while swinging)
 Rt Mouse	Press and hold to Web Swing/Release key to release the web
 Lt Mouse	Web Attacks
 L & R Mouse	Web Zip
	Pause Menu
	City Map

SPIDER-MAN COMBAT DETAILS

In *Ultimate Spider-Man*, Spider-Man has a very acrobatic fighting style. Spider-Man can attack, jump to a wall, attack another opponent, jump behind the enemy to a different opponent, etc.

Use the directional keys to turn toward an enemy to attack. For example, if an enemy is on Spider-Man's left, turn Spider-Man with the directional keys to the left + Punch, Kick or Grab.

Being an acrobatic fighter, Spider-Man can attack an enemy then immediately spring to attack another one nearby. If there's an enemy on Spider-Man's left and right, try moving the mouse to the left + Punch or Kick then immediately moving the mouse to the right + Punch, Kick or Grab.

Switching between multiple targets results in more damage than repeatedly attacking a single target.

Switching between punches and kicks also increases the damage Spider-Man can deal. The best way to put down a gang of thugs is to constantly switch up targets and attacks.

Spider-Man can jump and do a pouncing attack with either Punch or Kick.

Spider-Man can also bounce off walls and cars. When an enemy is close to a wall, move toward the wall + Punch or Kick.

After an enemy has taken a beating, they remain unconscious for a short time with a web icon blinking above their head. Move the mouse toward the downed enemy and hold the Web Attack button to subdue them and remove them from the action. If you do not web subdue downed enemies, they will regain consciousness after a short time and attack Spider-Man again.

Move the mouse toward an opponent and hold down Web Attack to wrap the enemy in webbing. Press Punch or Kick while holding down Web Attack to perform special web attacks.

Note: Combat moves are only activated during combat situations (you cannot perform combat moves on civilians).

VENOM CONTROLS

Spacebar	Jump. The longer you hold the button down, the higher you jump.
	Wall Crawl/Grab/Combat Throw/Throw Object
	Claw Attack
	Tentacle Attack
 Right Mouse	Locomotion Jump. The longer you hold the button down, the higher you jump.
 Left Mouse	Feed
 L & R Mouse	Tentacle Zip
	Pause Menu
	City Map

FEEDING

The Venom suit is a double-edged sword. It makes Eddie Brock stronger than Spider-Man, but it's also eating him alive. To keep the Venom suit from consuming Eddie, you must find it new sources of energy to feed upon.

When Venom is low on health, he can attempt to "feed" on other people. Simply approach any bystander and push the **left mouse button**. However, super-powered humans will fight back and free themselves almost immediately, possibly even harming Venom in the process.



VENOM COMBAT DETAILS

Venom has two attack styles, depending on the range of his enemy. If the bad guy is close, claws are a great way to deal lots of damage. While tentacles cause less pain than claws, they reach farther and can hit multiple targets at once.

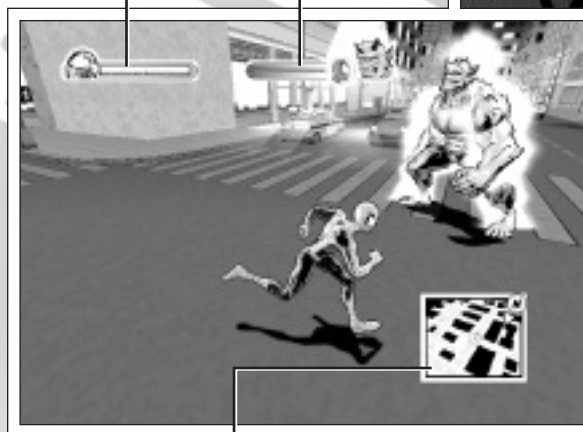
When Venom wants to cause a bit more damage than usual, he can pick up and throw objects, such as vehicles. To throw an object, maneuver Venom next to the object and press the **F** key. When fighting super villains, Venom automatically targets the enemy and throws the object without any other user interaction. Rapidly press the **F** key twice to perform a quick throw. To control Venom's throw, use the **mouse** to aim while he's lifting the object. Use caution when throwing vehicles. They have a tendency to explode after being thrown and the explosions can hurt Venom.



GENERAL INFORMATION

**Spider-Man's
Health Meter**

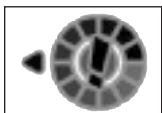
**Boss'
Health Meter**



City Map



METERS



Race Meter – This meter shows up during races. It shows who's leading the race and how far ahead they are.

Chase Meter – This meter shows how far away Spider-Man is to the chase target. Don't fall too far behind or you will fail the mission.

TAM – Short for Threat Assessment Meter, this meter displays how much time Spider-Man has to stop the given threat.

Strength Test Meter – The Strength Test Meter shows up when Spider-Man needs to use his strength to stop certain threats. You must alternately press the **left and right mouse** buttons to find the correct speed to keep the indicator within the green area of the meter.

CITY MAP

If you're outdoors, press the **B** key to show the city map. (The game remains paused as long as you look at the map.)

Then use the following controls:

W A D S	Scroll the map
Spacebar Spacebar	Zoom in
F	Zoom out
Q	Bring up the legend
B	Exit map and resume game



GAME TOKENS

Health Token



Comic Covers



Trick Race Launch Points



Landmark Tokens



Combat Tour



Venom Race



GAMEPLAY TIPS

- While swinging, hold down the **E** key to “reel in” your web line.
- Press the **Q** key to swing faster.
- Jumping or double-jumping at the end of your swing gives you a bit more distance and height to continue swinging.
- The longer you hold the **spacebar** key down, the higher you jump.
- A yellow glow around Spider-Man’s head indicates danger is imminent.

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