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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.

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• 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.

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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 opens. Place the **Ultimate Spider-Man** 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 playing the game.

To select menu options, use the up and down directional buttons to navigate. Highlight the desired option and press the **X** button to accept. To select a menu option, follow the on-screen button prompts and press the **X** button to accept and the **△** button to go back. **Ultimate Spider-Man** supports the DUALSHOCK®2 analog controller.

Note: **Ultimate Spider-Man** only supports Controller Port 1.
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 ancient tokens, landmarks and comic book covers and competing in trick races. These diversions are fun and if successful, you'll be rewarded with bonus 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 buttons to select letters and move the selector. Press the A button when you've entered your desired profile name.

features of Ultimate Spider-Man. Use the directional buttons and the A button to highlight and select options.

CITY GOALS

Check here to see your current objectives.

SAVE GAME

Save your game.

LOAD GAME

Load previously saved games.
OPTIONS
Change many of the game's settings.

MESSAGE LOG
Review past ingame 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

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>![Icon]</td>
<td>Jump (press once) / Press a second time while in mid-air to double jump. The longer you hold the button down, the higher you jump.</td>
</tr>
<tr>
<td>![Icon]</td>
<td>Wall Crawl / Grab / Combat Throw</td>
</tr>
<tr>
<td>![Icon]</td>
<td>Punch / Speed Boost (while swinging)</td>
</tr>
<tr>
<td>![Icon]</td>
<td>Kick / Climb Web (while swinging)</td>
</tr>
<tr>
<td>![Icon]</td>
<td>Not used</td>
</tr>
<tr>
<td>![Icon]</td>
<td>Not used</td>
</tr>
<tr>
<td>![Icon]</td>
<td>Web Attacks</td>
</tr>
<tr>
<td>![Icon]</td>
<td>Press and hold to Web Swing / Release button to release the web</td>
</tr>
<tr>
<td>![Icon]</td>
<td>Web Zip + Strength Test Meter</td>
</tr>
<tr>
<td>![Icon]</td>
<td>Pause Menu</td>
</tr>
<tr>
<td>![Icon]</td>
<td>City Map</td>
</tr>
</tbody>
</table>
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 **left analog stick** to choose an enemy to attack. For example, if an enemy is on Spider-Man’s left, push the **stick** 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 pushing the **stick** to the left + Punch or Kick then immediately push the **stick** 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, press the **stick** 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. Push the analog stick 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.

Push the analog stick 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

<table>
<thead>
<tr>
<th>Button</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td>Jump. The longer you hold the button down, the higher you jump.</td>
</tr>
<tr>
<td>C</td>
<td>Wall Crawl/Grap/Combat Throw/Throw Object</td>
</tr>
<tr>
<td>A</td>
<td>Claw Attack</td>
</tr>
<tr>
<td>L2 + R2</td>
<td>Tentacle Zip + Strength Test Meter</td>
</tr>
<tr>
<td>L2</td>
<td>Feed</td>
</tr>
<tr>
<td>R2</td>
<td>Locomotion Jump. The longer you hold the button down, the higher you jump.</td>
</tr>
<tr>
<td>START</td>
<td>Pause Menu</td>
</tr>
<tr>
<td>SELECT</td>
<td>City Map</td>
</tr>
</tbody>
</table>

---

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 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 **L2** 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 button. When fighting super villains, Venom automatically targets the enemy and throws the object without any other user interaction. Rapidly press the button twice to perform a quick throw. To control Venom’s throw, use the right analog stick 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

CITY MAP

If you’re outdoors, press the button to show the city map. (The game remains paused as long as you look at the map.) Then use the following controls:

<table>
<thead>
<tr>
<th>Directional Buttons</th>
<th>Action</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Scroll the map</td>
</tr>
<tr>
<td>X</td>
<td>Zoom in</td>
</tr>
<tr>
<td>O</td>
<td>Zoom out</td>
</tr>
<tr>
<td></td>
<td>Bring up the legend</td>
</tr>
<tr>
<td>Z or START</td>
<td>Exit map and resume game</td>
</tr>
</tbody>
</table>
GAME TOKENS

Health Token

Comic Covers

Trick Race Launch Points

Landmark Tokens

Combat Tour

Venom Race

GAMEPLAY TIPS

- While swinging, hold down the button to "reel in" your web line.
- Press the button to give yourself a boost while swinging. Better timing means better boost.
- 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 jump button down, the higher you jump.

A yellow glow around Spider-Man’s head indicates that danger is imminent. Jump or double jump out of the way to avoid damage.

LIMITED EDITION VIDEOS

Limited edition videos are accessed through the Unlockables section of the Pause Menu. Choose Limited Edition to access the following features:

- Exclusive Stan Lee Interview
- 64 Special: Making of Ultimate Spider-Man
- Character Bios
  - Spider-Man
  - Venom
  - Carnage
  - Beetle
- Developer Tips and Tricks
Public, Corporate Communications
Aaron Grant

Junior Publicist, Corporate Communications
Lindsay Moir

Project Leads
Nicholas E. Weirer
Steve Pitaro
Jimmy Nguyen

Senior Project Lead
Paul Colbert

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Adam Herdabe
Jason Levine
John Rosser

Floor Leads
Dan Ludwig
Kris Kauden
Dave Powers
John Berry
Eric Jimenez
David Orton
Aleks Antunovich

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Kerly Huffman
Rich Pearson
Chris Dulan

Test Team
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Jeff Riffi
John Caminiti
Robert Yoxmans
Charlie Borkhorn
Dan Friedman
Ryan McCullough
Marty Gunn
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David Barreto
Brad Gruber
Sean Farmer
Adam Carrillo
Dennis Duchesne
Kaz Kupicki
Akhil Danner
Bryan Miller
William Crawford
Gregg Kawanaka
William Dobson

Michael Ackland
Tanya Chakraball
Dustin Carter
Donald Foley
Dave Riepp
Chris Pasmate
Marvin Jackson
Lee Allmover
Brett Enlg
Tony Balsiess
Menas Karatas
Alexander Mejia
Jason Nacc
Andre Hulme
Dencil Holland
Michael Srtan
Ashleigh Rosiak
Dennis Bernardo
Brendon Charles
Joseph Salan
John Devers
Jason Gilmore
Aiden Pugile
Daniel Simonelt
Patrick Eustace
Louis Saun
Joe Pardo
Anthony Dominguez
Malyin Allen
Sara Coleman
Yanci Fox
Jorge Valdablas
James Gobert
Manfred Vargas
Darby Ternal
Robert Locon
Arturo Garcia
Juan Mora
Rick Johnson
Jonahham Hamilton
Andrew Lindstrom
Roman Ramirez
Mike Mejia
Athena Weaver
Donald Osborne
Nord Colongheri
Amarex Moyes
Adrian Noche
Alexander Inge
Anthony Gordon
Antonio Singleton
Chris Wolff
David Yonh
Dechuan Madha
Ed Higfield
Ed Miyachiro
Garth MacAloney
Jade Chepko
Jared Bailey

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Justin Green
Lee Chojnies
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Todd Kornex
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Yvonta Ruffin
Chris Kain
Francis Jiminez
Nal Benzo
Chris Neil

Wille Bilson
Chris Siedhoff
Jennifer Wijido
Jeremy Shortail
Peter McMahan
Nick Favazzo
Mike Rofford
Dylan Rofford
Dylan Potts
Samantha但它
Robert A. Weaver George
Thawtezeee Michelle
Marshall
Nicole Brodahl
Gail Wiles
Chane Patsen
Erik, Troy
Laura Azueta
Alben Azueta
Joe Favaazzo
Shi
Michelle Kouchin
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Be Predatory.

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- Strategy
- Walk-throughs
- Hints

Be strategic and be both.

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**RISE OF APOCALYPSE**

*Face the Apocalypse*

*September 2005*

ACTIVISION

Marvel.com

X-Men-Legends2.com

Online

Wow, man. Wow.

Hey, let's get together.

You ever get into the city?

This stuff, it's so important to you now... of the drama.

Let me tell you—thing is-it may hurt this much now because you have nothing to compare it to.

It's all just training wheels, man. It all fades away.

It just...

I guess.

Man, I would have played it all... differently.

If I could go back to high school...

I just... I just would have set back and not tried so hard.

It just... like...

You're yours. Like... a first time before.

Man, look at you! This is so off-the-scale nerd.

This is so off-the-scale nerd.

And here you are.

Yeah, I work at the Daily Bugle so I am there almost every-

You work at a newspaper? Oh, cool. That's so cool. men

We should totally get together.

Paint the town red or something.
I think he's back there.

Sometimes it's hard to even picture my mom's face, you know?

Sometimes it's hard to explain and I'm not remembering them right.

I look at the pictures and it's okay, that's them.

Yeah.

What's that?

It's a video of your parents.

It's all of us at a picnic. It's how I knew you up.

I thought you'd want a copy.

It's... It's hard to explain and I'm doing it badly.

Yeah.

That's about the nicest thing anyone has ever done for me.

Well...

This is... this is not high school.

Oh, yeah.

But that's not what I wanted to show you.

This is what I want to show you.

This... this is something.

I have something to show you too.

You know what?
What is that?

It's our inheritance.

The theory is a new one.

The human body carries within itself the ability to create everything it needs to function. Everything it needs to fight off any disease, to stay off any cancer.

Most 'the stuff' will do is just help the body help itself.

The ultimate natural medical treatment.

As you will see in the enclosed space, we are currently in the middle of phase two.

With your generous support we believe that we will be able to bring this well to the human testing phase sometime in the next two to three years.

--and with every passing generation we have found a new and better way to survive and cure ourselves.
We believe the suit may be the final step. This generation’s cancer. Finally — a cure for cancer. A promising hope for our children’s future. Thank you for your consideration.

That is it!! That is it!!

Ooh!! Oh my gosh! Nick Fury? Just? All of them. Dartmouth! Do they think we’re just going to let them get away with it? Just? And who knows who else?

Every time the papers run a story about the species, I turn to see people turn to see garbage looking to look at something in the twisted nightmare!!

I’ll finish what he started. I’ll do my own tests. I’ll do it myself!!

Until the lawsuits end — until I know who I can trust — until I am sitting on my hands.

Law suits?! God!! This isn’t what I wanted.

People are dying all over the world... and... and... and... and...

... no, I told the wrong person. He’s... someone who... someone who... someone who... someone who... someone who...

... not only can I not do anything to help them, I can’t even tell anyone else what I have so they can go finish it.

I would have never even gone forward with the experiments if I thought for a second that someone would try to use them like this.

Never!! I would rather work at Taco Bell than be where I am right now.

I can’t tell anyone.

Ben, if you’re watching this — you were right.

Never trust anyone wearing a tie.

I’ll never say it to your face, but you were right.
Peter...
This is all I have left of my father.

It's all I have left.

Peter...

I was here. What have you done?!
It's not what you think it is...

---something horrible has happened and we have to...

Peter...

Look at me—I had the thing for an hour and look what happened.
I almost killed a man with my bare hands. It's a cancer. It's a virus.

Our fathers died for this and we can't... we aren't smart enough to contain this. And we can't trust anybody else with it.

I have met the people who would take this from us—I know their faces... and listen, I know what lengths they'll go to have it.

This is too much for us and we have to honor our father's wishes. They would want us to destroy it. I believe that. They would ignore what's right—-the wrong people get their hands on it.

Let me tell it and destroy it—let me tell it and...

Just a little drop accidentally fell on my skin and my whole body—my mind—-it was horrible. If I didn't have my powers I don't know if I would have been able to survive it.

Okay? I'm going to take this and I'm going to destroy it.

Give it back! That's mine! It belongs to me and you.

It's not like I can stop you.
It’s a dangerous experiment, you know. You risk the entire

Separate, you can never be the same again.

Guess they didn’t get to the high school too yet.

Hungry.

No one, Peter—no one told me!

Peter!

Peter!

No one! My heart.

I can do this... I can pull this together.

Knockin', my feet are no good. I can do this.

MY FEET!

Peter!

Eating me!

I can do this! Spider-Man!

Peter! Peter! Peter! Peter! Peter! Peter! Peter! Peter!

so hungry... Cold Spiders...

Where’s the woman from that night? Somebody help me!

Peter did this... Parker Heroes did this— I can do it too!

I can control it! The TV... Come on! Come on! Come on!

WHAM

Peter!

I’ll kill you for this. My Frenz... I’ll kill you.

Peter, Peter, Peter, Peter, Peter, Peter, Peter, Peter

Eating me!

I can do this!

Peter! Peter, Peter, Peter, Peter, Peter, Peter, Peter

MY HEART ISN’T BEATING IN MY CHEST!

I can hold it together.

Peter!

Radio, Peter! Peter! Peter! Peter! Peter! Peter! Peter! Peter! Peter! Peter!

Peter! Peter! Peter! Peter! Peter! Peter! Peter! Peter! Peter! Peter!

COME ON!!

WHAM
HISTORY: The bite of a genetically-altered spider granted high school student Peter Parker incredible, arachnid-like powers: strength, agility, and a sixth sense warning him of danger, and the ability to swing with webs and walk on walls.

When a burglar killed his beloved Uncle Ben, a grief-stricken Peter vowed to use his amazing abilities to protect his fellow man. He learned the invaluable lesson that with great power comes great responsibility!

Now the fledgling super hero tries to balance a full high school curriculum, a part-time job as a web designer for the Daily Bugle tabloid, a relationship with the beautiful Mary Jane Watson, and swinging into the misunderstood, web-slinging Spider-Man.

KNOWN POWERS AND ABILITIES:
- Ability to stick to walls. Agility and "Spider Sense"—making him able to effectively dodge most attacks. An acrobatic style of combat that includes bouncing off walls. Peter Parker also possesses the proportional strength of a spider and is able to lift up to 2 tons, with great effort. Primary mode of travel is by web line. The webbing was created by Peter's father, but perfected by Peter after much experimentation.

REAL NAME: Peter Parker
KNOWN ALIASES: Spider-Man
OCCUPATION: High School Student
PLACE OF BIRTH: New York City
FIRST APPEARANCE: Ultimate Spider-Man #1
HEIGHT: 5'10"
WEIGHT: 165 lbs.
EYES: Hazel
HAIR: Brown

Read the entire Venom saga in the Ultimate Spider-Man Vol. 6: Venom-Trade Paperback! For a comic store near you, call 1-888-comicbook.

Art by Mark Bagley
REAL NAME: Edward Brock, Jr.
KNOWN ALIASES: Venom
OCCUPATION: College Student
PLACE OF BIRTH: New York City
FIRST APPEARANCE: Ultimate Spider-Man #33
HEIGHT: 6'6
WEIGHT: 260 lbs.
EYES: Blue
HAIR: Reddish-brown

HISTORY: Peter’s childhood friend, Eddie Brock has become the monstrous being known as Venom.

Ten years ago, Peter and Eddie’s father accidentally invented the Venom suit when they were looking for a biological cure for cancer. What they created instead was the ultimate weapon: a biological nightmare known as Venom that must feed on innocents to survive.

Now, consumed and corrupted by the Venom suit, Eddie prowls the city, out of control and hungry.

KNOWN POWERS AND ABILITIES: The Venom suit imbues its wearer with incredible strength, giving the ability to lift and throw 2 tons with ease, and the ability to “super-jump” vast distances. Tentacles become an effective weapon. However, the suit must be “fed” with energy from human beings.

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