NINTENDO DS™

***PLEASE CAREFULLY READ THE SEPARATE HEALTH AND SAFETY PRECAUTIONS BOOKLET INCLUDED WITH THIS PRODUCT BEFORE USING YOUR NINTENDO® HARDWARE SYSTEM, GAME CARD OR ACCESSORY. THIS BOOKLET CONTAINS IMPORTANT HEALTH AND SAFETY INFORMATION.***

***IMPORTANT SAFETY INFORMATION: READ THE FOLLOWING WARNINGS BEFORE YOU OR YOUR CHILD PLAY VIDEO GAMES.***

## ⚠WARNING - Seizures

- Some people (about 1 in 4000) may have seizures or blackouts triggered by light flashes or patterns, such as while watching TV or playing video games, even if they have never had a seizure before.
- Anyone who has had a seizure, loss of awareness, or other symptom linked to an epileptic condition should consult a doctor before playing a video game.
- Parents should watch when their children play video games. Stop playing and consult a doctor if you or your child have any of the following symptoms:

| | | |
|---|---|---|
| **Convulsions** | **Eye or muscle twitching** | **Loss of awareness** |
| **Altered vision** | **Involuntary movements** | **Disorientation** |

- To reduce the likelihood of a seizure when playing video games:
  1. Sit or stand as far from the screen as possible.
  2. Play video games on the smallest available television screen.
  3. Do not play if you are tired or need sleep.
  4. Play in a well-lit room.
  5. Take a 10 to 15 minute break every hour.

## ⚠WARNING - Radio Frequency Interference

The Nintendo DS can emit radio waves that can affect the operation of nearby electronics, including cardiac pacemakers.

- Do not operate the Nintendo DS within 9 inches of a pacemaker while using the wireless feature.
- If you have a pacemaker or other implanted medical device, do not use the wireless feature of the Nintendo DS without first consulting your doctor or the manufacturer of your medical device.
- Observe and follow all regulations and rules regarding use of wireless devices in locations such as hospitals, airports, and on board aircraft. Operation in those locations may interfere with or cause malfunctions of equipment, with resulting injuries to persons or damage to property.

# ⚠WARNING - Repetitive Motion Injuries and Eyestrain

Playing video games can make your muscles, joints, skin or eyes hurt after a few hours. Follow these instructions to avoid problems such as tendinitis, carpal tunnel syndrome, skin irritation or eyestrain:

- Avoid excessive play. It is recommended that parents monitor their children for appropriate play.
- Take a 10 to 15 minute break every hour, even if you don't think you need it.
- When using the stylus, you do not need to grip it tightly or press it hard against the screen. Doing so may cause fatigue or discomfort.
- If your hands, wrists, arms or eyes become tired or sore while playing, stop and rest them for several hours before playing again.
- If you continue to have sore hands, wrists, arms or eyes during or after play, stop playing and see a doctor.

# ⚠WARNING - Battery Leakage

The Nintendo DS contains a rechargeable lithium ion battery pack. Leakage of ingredients contained within the battery pack, or the combustion products of the ingredients, can cause personal injury as well as damage to your Nintendo DS.

If battery leakage occurs, avoid contact with skin. If contact occurs, immediately wash thoroughly with soap and water. If liquid leaking from a battery pack comes into contact with your eyes, immediately flush thoroughly with water and see a doctor.

To avoid battery leakage:

- Do not expose battery to excessive physical shock, vibration, or liquids.
- Do not disassemble, attempt to repair or deform the battery.
- Do not dispose of battery pack in a fire.
- Do not touch the terminals of the battery, or cause a short between the terminals with a metal object.
- Do not peel or damage the battery label.

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REV-E

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**THIS GAME CARD WILL WORK ONLY WITH THE NINTENDO DS™ VIDEO GAME SYSTEM.**

Wireless DS Multi-Card Play

THIS GAME ALLOWS WIRELESS MULTIPLAYER GAMES WITH EACH DS SYSTEM CONTAINING A SEPARATE GAME CARD.

| Descriptors |
| --- |
| Cartoon Violence |

LICENSED BY

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# CONTENTS


Getting Started ..... 4
Basic Controls ..... 5
Main Menu ..... 6
In-Game Pause Menu ..... 7
Saving the Game ..... 8
City Menu ..... 8
Hero Points and Skills ..... 9
Crime Watch ..... 9
Black-Suited Spider-Man ..... 10
Multiplayer ..... 10
Credits ..... 12
Customer Support ..... 17
Software License Agreement ..... 18


**⚠ CAUTION - Stylus Use**

To avoid fatigue and discomfort when using the stylus, do not grip it tightly or press it hard against the screen. Keep your fingers, hand, wrist and arm relaxed. Long, steady, gentle strokes work just as well as many short, hard strokes.

# GETTING STARTED

1. Insert the *Spider-Man 3*™ Game Card into the Nintendo DS™ slot as described in your Nintendo DS instruction manual.
2. Turn the Power Button ON.

*NOTE: The Spider-Man 3 Game Card is for the Nintendo DS™ system only.*

# BASIC CONTROLS

To move Spider-Man around, you can use either the +Control Pad on the left or the **X**, **Y**, **A** and **B** Buttons on the right.

| | |
|---|---|
| ↑ on the +Control Pad/ **X** Button | Jump/Climb Up |
| ← on the +Control Pad/ **Y** Button | Move Spider-Man left |
| → on the +Control Pad/ **A** Button | Move Spider-Man right |
| ↓ on the +Control Pad/ **B** Button | Climb Down/Crouch |

When Spider-Man is in the air, press and hold ← on the +Control Pad or → on the +Control Pad to Web Swing in that direction. (You can also use the **Y** and **A** Buttons, respectively, to swing.)

You do not need to press any button to wall climb; Spider-Man will automatically cling to any wall or ceiling when he comes into contact with it.

All of Spider-Man's remaining Web Moves and all of his Combat Moves are performed by using the **Touch Screen**.

For example:

**Web Zip** – Double-tap on any climbable surface

**Web Up** – Double-tap on an enemy

**Punch** – Swipe towards the enemy on the Touch Screen

**Uppercut** – Swipe up on the Touch Screen

**Throw** – Approach enemy and swipe away from them on the Touch Screen

**Web Pull** – Web Up an enemy then swipe toward Spider-Man on the Touch Screen

See the In-Game Menus for more details on the advanced attacks that Spider-Man can unleash on his enemies.

During the course of the game, Spider-Man will need to interact with his environment, either to rescue an innocent civilian from danger, or to advance to the next level. Move Spider-Man to the object you want to interact with, and the image of a gesture will appear on the Upper Screen. Perform the same gesture on the Touch Screen to interact.

# MAIN MENU

**Story Mode** – Select **Story Mode** to begin playing *Spider-Man 3*. In the Save Slot Select screen, you can choose a slot to which you'll save your new game, elect to continue a previously saved game or delete a previously saved game.

**Multiplayer** – Select **Multiplayer** to begin playing *Spider-Man 3* with a friend. If you want to create a game for a friend to join, select **Host Game**. If you want to join someone else's game, select **Join Game**.

**Extras** – Select **Extras** to view Bios of characters that you've unlocked. Select **Cheats** to enter a cheat code. Select **Watch Cutscenes** to watch any of the cutscenes you've unlocked through normal progression. Select **Credits** to view the game's credits.

**Options** – Select **Options** to adjust the music volume and SFX volume.

Advance through the various menus with the **A** Button or by tapping on the option on the Touch Screen. Use the **B** Button to back up a menu.

## IN-GAME PAUSE MENU

Press **START** to bring up the In-Game Pause Menu.

**Resume** – Select to continue playing your current game.

**Restart Mission** – Select to start your current Mission over again. You'll have to start the Mission from the beginning, but any Hero Points earned and skills unlocked will be kept.

**Main Menu** – Select to exit to the Main Menu.

**Options** – Select to go to the Options Menu.

**Stats** – Select to view your gameplay stats.

# SAVING THE GAME

The game will automatically save your progress when you complete a Mission, enter a new area, or exit to the Main Menu.

# CITY MENU

At any time during gameplay, tap once on the City icon in the bottom left corner of the Touch Screen to bring up the City Menu.

On the top screen of the City Menu is the name of the area of the city you are currently in and arrows pointing to the other areas available. Tap once on the arrow to move to the next area.

In the center of the City Menu is a map that shows the current area of the map, broken down into Neighborhoods. When you select a Neighborhood (by tapping on it), the Upper Screen will show the stats of that Neighborhood, including:

- The name of the Neighborhood
- Any outstanding Objectives
- The crime level in the Neighborhood

Icons will hover over Neighborhoods to point out Spider-Man's current location, Mission locations, and other critical information about the Neighborhood. The icons will appear whether you have that Neighborhood selected or not.

At the bottom of the City Menu are four icons:

**Running Man Icon** – Select this icon to view a list of all Web and Combat Moves that you have unlocked. The Upper Screen will show you an example of how to use that move.

**Dollar Sign Icon** – Select this icon to view a list of all of the Special Moves that you can unlock in the game.The Touch Screen will show you a list of moves, your current total amount of Hero Points, and the cost of the selected ability. The Upper Screen will give you a description of the move, and the action that will trigger the move. Unlocked moves will be highlighted; moves waiting to be purchased will be grayed out.

**City Icon** – This has no function in the City Menu.

**Arrow Icon** – Select this icon to bring up the In-Game Pause Menu.

## HERO POINTS AND SKILLS

You can earn Hero Points in all sorts of ways as you play through the game. The difficulty of the action determines how many Hero Points you earn. For example, you'll earn more Hero Points if you defeat several enemies in a row, using a variety of Web Attacks, than you would if you just defeat a single enemy with a series of punches.

## CRIME WATCH

As you progress through the Story Missions, you'll find yourself fighting all sorts of thugs and gang members in the various Neighborhoods. When

Spider-Man enters a Neighborhood with a crime level, a Crime Watch will start. The Crime Watch Mission will be identified by an icon in that neighborhood on the City Map.

After you've completed the Crime Watch Mission, the gang activity in that area will drop to almost nothing, as the criminals hide in fear of Spider-Man's awesome crime-fighting abilities.

Be sure to check back in on Neighborhoods where you've played through Crime Watch, because after a while, the criminals will forget what it's like to have Spider-Man around, and will return to their law-breaking ways.

## BLACK-SUITED SPIDER-MAN

When Spider-Man fills up his Rage Meter, he becomes Black-Suited Spider-Man. Spider-Man is more aggressive and agile when wearing the mysterious Black Suit. With his Black Suit, Spider-Man hits harder, moves faster, and chains together longer and more impressive combos. However, if Spider-Man's health gets too low, he can't use the Black Suit.

## MULTIPLAYER

*Spider-Man 3*™ includes Multiplayer support for up to two players. One player acts as the Host and the other player will join the hosted game session. Use the following instructions to begin a Multiplayer game.

From the Main Menu select **Multiplayer**. One player must select **Host Game**, and the other player must select **Join Game**. The Host can then select from the four different Multiplayer game modes:

- **Brawler** – Thugs are spawned in the arena. As players defeat the thugs, they earn points. The player with the most points, when time runs out, wins.
- **Hot Potato** – An object is spawned in the middle of the arena; the players interact with the object through combat. The objective is to send the object to the opponent's side of the arena.
- **Target Practice** – Targets are spawned randomly, and the players must web them to earn points. Be wary, as there are two types of targets: one adds to the player's point total, the other subtracts from it.
- **Combo Challenge** – Thugs are spawned in the arena. As players defeat the thugs, they earn Hero Points. The cooler the combat moves and combos, the more points the players earn. The player with the most points, when time runs out, wins.

The Host also can set the environment and the time limit (when applicable) for the game.

Once the game has been hosted, the second player will have the option to join.

During wireless game play, if communication seems to be affected by other electronic devices, move to another location or turn off the interfering device. You may need to reset the power on the Nintendo DS and start the game again.

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as Harry Osborn/New Goblin

**Topher Grace**
as Eddie Brock/Venom

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