

SPIDER-MAN™

FRIEND OR FOE



ACTIVISION®

⚠ WARNING: PHOTSENSITIVITY/EPILEPSY/SEIZURES

READ BEFORE USING YOUR PLAYSTATION®2 COMPUTER ENTERTAINMENT SYSTEM.

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
- 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 2 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 2 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.

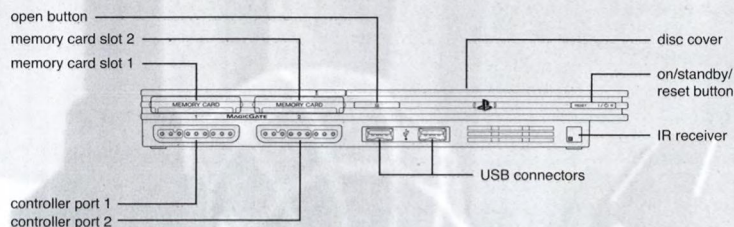
HANDLING YOUR PLAYSTATION 2 FORMAT DISC:

- This disc is intended for use only with PlayStation 2 consoles with the NTSC U/C designation.
- 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.

Table of Contents

Getting Started	2
Starting Up	3
Basic Controls	3
Navigating the Menus	4
Game Modes	5
Heads-Up Display (HUD)	5
Basic Combat	6
Collectibles	7
Software License Agreement	9
Customer Support	Back Cover

Getting Started



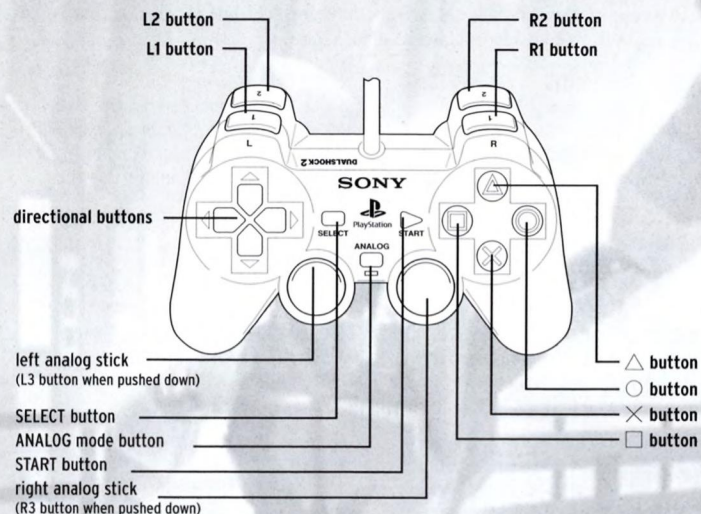
Set up your PlayStation®2 computer entertainment system according to the instructions supplied with your system. Check that the system is turned on (the on/standby indicator is green). Insert the *Spider-Man: Friend or Foe* disc in the system with the label side facing up. Attach game controllers and other peripherals as appropriate. Follow the on-screen instructions and refer to this manual for information on using the software.

Memory Card (8MB)(for PlayStation®2)

To save game settings and progress, insert a memory card (8MB)(for PlayStation®2) into MEMORY CARD slot 1 of your PlayStation®2 system. You can load saved game data from the same memory card or any memory card (8MB)(for PlayStation®2) containing previously saved games.

Starting Up

DUALSHOCK®2 ANALOG CONTROLLER CONFIGURATIONS



To select menu options, use the **↑** and **↓** directional buttons to navigate. Highlight the desired option and press the **×** button to accept. To select a menu option, follow the on-screen button prompts and press the **×** button to accept and the **△** button to go back. *Spider-Man: Friend or Foe* supports the DUALSHOCK®2 analog controller. When Analog mode is on, the left analog stick works the same as the directional buttons.

Basic Controls

left analog stick	Movement Control
□ button	Attack
○ button	Grab/Web
× button	Jump
directional buttons	Use Power Ups (↑ = Hero Strike, ↓ = Extra Health, ← = Mega Damage, → = Invincibility)
△ button	Swap Characters
L1/R1 buttons	Toggle Through Active Web Abilities (Spider-Man Only)
START button	Pause Game

Navigating the Menus

The S.H.I.E.L.D. Helicarrier

The S.H.I.E.L.D. Helicarrier is the hub of the game. From inside the Helicarrier you can select your mission locations, change character sidekicks, view the Upgrade Lab and purchase web upgrades, upgrade sidekicks, purchase special power-ups, access Versus mode, select options and view cool bonus unlockables.

Mission Locations

Mission locations are accessed through the consoles on the main level of the Helicarrier. As each world location is unlocked, the touch pad in front of it will light up, signaling a new location is available. To access world locations, stand on the touch pad in front of a console and press the  button. Once inside the Mission Location menu, use the directional buttons to toggle through the available locations.

Note: Locations will be marked with a star once all DNA Helixes, Keystones and Versus Arenas are obtained.

Sidekick Select

The sidekick select console is located in the center of the main Helicarrier level. A hologram of the selected character will appear over the console. To select a sidekick, stand in front of the console and press the  button. Once in the Sidekick Select menu, use the directional buttons to toggle through the available characters.

Note: Sidekicks will be marked with a star once all of their upgrades have been obtained.

Upgrade Lab

The Upgrade Lab is located on the upper level of the Helicarrier, to the left of the stairs. From here you can check your Inventory and purchase new items, upgrade Spider-Man's abilities in the Web Lab, and upgrade sidekick abilities in the Character Upgrade menu.

Versus Mode Arenas

The Versus mode console is located on the main level of the Helicarrier, to the right of the Mission location consoles. From this menu you can see what Versus mode arenas you've unlocked, choose the arena you would like to play in, and choose the two characters to take into Versus mode. Versus mode is a Co-op-only feature.

Black-Suit Containment

The Black-Suit containment console is located on the main level of the Helicarrier, to the far right. From this menu you can select Black-Suited Spider-Man once he's unlocked.

Options

The Options menu console is located on the upper level of the Helicarrier, to the far right. It's also accessible from the Pause menu. This menu allows you to adjust save options, game settings and audio options.

Rewards

The Rewards console is located on the upper level of the Helicarrier, in the center of the screen. From here you can view all of your unlocked characters and locations as well as cool bonus goodies unlocked in the game.

Pause Menu

Press  to access the Pause menu while playing *Spider-Man: Friend or Foe*. From the Pause menu you can exit to the Helicarrier, view the Options menu, view the Character Move List or drop out of Co-op play.

Saving the Game

If Auto Save is selected in the Options menu, the game will auto save at the end of each completed level. To make sure you're able to continue where you left off, be sure to create a saved game file at the start of the game. You can also manually save the game from the Options menu in the Helicarrier.

Game Modes

Spider-Man: Friend or Foe features three modes of play: Single Player Story mode, Co-op Story Mode and Co-op Versus mode.

Single Player Story Mode – In Single Player mode, you have the option to play as either Spider-Man or his sidekick. When in Single Player mode, the second on-screen character will be controlled by AI. Switch between characters at any time by pressing and holding the  button. To select a new sidekick character, return to the Helicarrier and go to the Sidekick Select console.

Co-op Story Mode – In Co-op Story mode, two players can join in the fun, either from the start or mid-game. *Spider-Man: Friend or Foe* features a "drop in/drop out" Co-op play, so a friend can join at any time, even during Single Player mode. To add a second player during Single Player mode, insert a second controller and press . To drop out of Co-op mode, go to the Pause menu and select the **Drop Out** option.

Co-op Versus Mode – In Versus mode, two players have the opportunity to play any unlocked character against one another. Super Villain™ against Super Villain, Super Hero™ against Super Hero, or Super Hero against Super Villain...the choice is yours.

Replay – Once a world level has been completed and unlocked, you have the option to go back and replay it with a new character at any time.

Pause Menu – Pausing in Helicarrier allows you to quit the game or drop out of Co-op play.

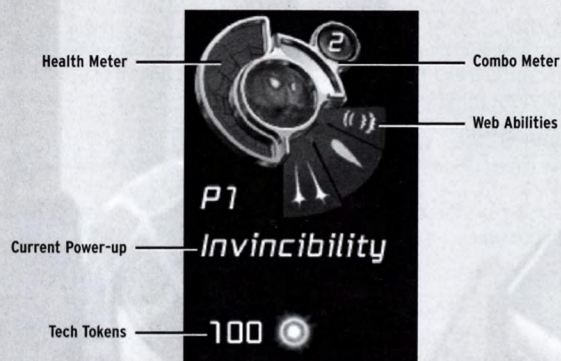
Heads-Up Display (HUD)

The HUD gives you quick easy access to your character information.

Current Ability – Spider-Man's currently selected ability will show next to his icon.

Health Meter – This red meter beside the character icon shows how much health your character has.

Combo Meter – This yellow meter and number beside the character icon shows your character's current combo level. The Combo meter will fill when you vary your moves and combination attacks. The higher the number displayed, the more tokens enemies will drop when defeated.



Tech Tokens – Tech tokens are dropped by defeated enemies and found inside objects. The number of tokens earned by each character are displayed at the bottom right and left of the screen. Tech tokens are used to upgrade characters and to purchase inventory items.

Keystones – Keystones open up secret areas. The number of keystones collected will be displayed at the bottom center of the screen.

Power-up Inventory – Temporary power-ups can be found inside objects throughout the worlds. As these are picked up, they're held in your inventory until you decide to use them. Once a power-up is collected, the inventory will flash on screen to show which item you got and where it is located. Inventory is only visible when getting a pick-up or when pausing the game. You'll see it top-center on the display screen.

Basic Combat

Spider-Man™ will start the game with his basic attacks and one special web attack—web line. As you progress through the game, two new web abilities will be unlocked—web shoot and web stun—and all abilities can be upgraded and modified in the Web Lab by using tech tokens collected during combat.

Sidekick characters will also start with their basic attacks and one special attack. All sidekicks can be upgraded by using tech tokens in the Character Upgrade menu. An additional special attack can be purchased with tech tokens as well.

Combos

Spider-Man has numerous combination moves he can do by combining attack, jump and grab/web button presses. Try various 2- and 3-button attack combos for powerful melee attacks. Spider-Man's acrobatic abilities allow him to do amazing flips, jumps and aerial attacks. Use a variety of jump and attack button combos to grab enemies out of the air or toss them up for team combos. And for spectacular web attacks, combine the grab/web button with jump or attack for devastating results.

Team Combos

The best part about having a sidekick with you is team combat. Spider-Man™ and his sidekicks can work together both in Single Player mode and Co-op mode to perform team attacks.

Swinging and Wall Sticking

Spider-Man can web swing by holding down the **Jump** (⊗) button. Swinging can be used for locomotion or as a devastating attack. Spider-Man can also stick to walls and launch attacks from a spot above the action. To wall stick, double-jump against a wall and hold the **Jump** (⊗) button.

Grappling and Throwing

Most enemies and objects can be held, grabbed or thrown by Spider-Man and his sidekicks. To grab an object or enemy, press the **Grab** (⊙) button when next to the object/enemy. To throw, press and hold the **Grab** (⊙) button again. Sidekicks can hold large enemies so Spider-Man can perform a team attack. To hold a large enemy as a sidekick, press the **Grab** (⊙) button when close to a large enemy. Spider-Man and his sidekicks can also perform powerful finishing moves on large enemies. To do this, attack a large enemy until it is stunned and press the ⊙ button when you see the icon appear.

Boss Battles

Throughout his adventure, Spider-Man will run into a host of some of his most notorious enemies. These battles require a bit of strategy and careful thought as to which sidekick to take in, so choose wisely. Once defeated, these Super Villains will be persuaded to join Spider-Man and will become part of your playable sidekick roster.

Collectibles

Throughout the game you'll collect a variety of tokens and special objects. Some are dropped by enemies, some are inside objects and others are hidden, so explore each area carefully.



Tech Tokens are dropped from defeated enemies and objects. Tech tokens are the game currency and can be used to purchase upgrades and power-ups. Note: They are also hidden in bushes and other secret areas throughout the levels.



Power-ups are found inside objects in the world and can also be purchased. Power-ups are held in your player inventory and can be used at any time. Each item has a set number that can be held in inventory, so use them wisely. Note: They are also hidden in bushes and other secret areas throughout the levels.



Keystones are found hidden throughout the worlds and are used to unlock secret areas. Defeating the Phantoms in these areas will unlock the area for use in Versus mode.



DNA Helixes are also found hidden throughout the worlds and will unlock concept art in the Rewards Terminal in the Helicarrier.

NOTES

For hints and tips about this title, please visit:



www.bradygames.com

SOFTWARE LICENSE AGREEMENT

USE OF THIS PROGRAM IS SUBJECT TO THE SOFTWARE LICENSE TERMS SET FORTH BELOW. "PROGRAM" INCLUDES THE SOFTWARE INCLUDED WITH THIS AGREEMENT, THE ASSOCIATED MEDIA, ANY PRINTED MATERIALS, AND ANY ON-LINE OR ELECTRONIC DOCUMENTATION, AND ANY AND ALL COPIES AND DERIVATIVE WORKS OF SUCH SOFTWARE AND MATERIALS. BY OPENING THIS PACKAGE, AND/OR USING THE PROGRAM, YOU ACCEPT THE TERMS OF THIS LICENSE WITH ACTIVISION, INC. ("ACTIVISION").

LIMITED USE LICENSE. Activision grants you the non-exclusive, non-transferable, limited right and license to use one copy of this Program solely and exclusively for your personal use. All rights not specifically granted under this Agreement are reserved by Activision. This Program is licensed, not sold. Your license confers no title or ownership in this Program and should not be construed as a sale of any rights in this Program.

OWNERSHIP. All title, ownership rights and intellectual property rights in and to this Program and any and all copies thereof (including but not limited to any titles, computer code, themes, objects, characters, character names, stories, dialog, catch phrases, locations, concepts, artwork, animation, sounds, musical compositions, audio-visual effects, methods of operation, moral rights, and any related documentation, incorporated into this Program) are owned by Activision or its licensors. This Program is protected by the copyright laws of the United States, international copyright treaties and conventions and other laws. This Program contains certain licensed materials and Activision's licensors may protect their rights in the event of any violation of this Agreement.

YOU SHALL NOT:

- Exploit this Program or any of its parts commercially, including but not limited to use at a cyber cafe, computer gaming center or any other location-based site.
- Activision may offer a separate Site License Agreement to permit you to make this Program available for commercial use; see the contact information below.
- Sell, rent, lease, license, distribute or otherwise transfer the Program, or any copies of this Program, without the express prior written consent of Activision.
- Reverse engineer, derive source code, modify, decompile, disassemble, or create derivative works of this Program, in whole or in part.
- Remove, disable or circumvent any proprietary notices or labels contained on or within the Program.
- Hack or modify (or attempt to modify or hack) the Program, or create, develop, modify, distribute or use any software programs, in order to gain (or allow others to gain) advantage of this Program in an on-line multiplayer game settings including but not limited to local area network or any other network play or on the internet.
- Export or re-export this Program or any copy or adaptation in violation of any applicable laws or regulations.

LIMITED WARRANTY. Activision warrants to the original consumer purchaser of this Program that the recording medium on which the Program is recorded will be free from defects in material and workmanship for 90 days from the date of purchase. If the recording medium is found defective within 90 days of original purchase, Activision agrees to replace, free of charge, any product discovered to be defective within such period upon its receipt of the Product, postage paid, with proof of the date of purchase, as long as the Program is still being manufactured by Activision. In the event that the Program is no longer available, Activision retains the right to substitute a similar program of equal or greater value. This warranty is limited to the recording medium containing the Program as originally provided by Activision and is not applicable to normal wear and tear. This warranty shall not be applicable and shall be void if the defect has arisen through abuse, mistreatment, or neglect. Any implied warranties prescribed by statute are expressly limited to the 90-day period described above.

EXCEPT AS SET FORTH ABOVE, THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND NO OTHER REPRESENTATIONS OR CLAIMS OF ANY KIND SHALL BE BINDING ON OR OBLIGATE ACTIVISION.

When returning the Program for warranty replacement please send the original product disks only in protective packaging and include: (1) a photocopy of your dated sales receipt; (2) your name and return address typed or clearly printed; (3) a brief note describing the defect, the problem(s) you are encountering and the system on which you are running the Program; (4) if you are returning the Program after the 90-day warranty period, but within one year after the date of purchase, please include check or money order for \$20 U.S. currency per disc replacement. Note: Certified mail recommended. In the U.S. send to: Warranty Replacements, Activision, Inc., P.O. Box 67713, Los Angeles, California 90067.

LIMITATION ON DAMAGES. IN NO EVENT WILL ACTIVISION BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM POSSESSION, USE OR MALFUNCTION OF THE PROGRAM, INCLUDING DAMAGES TO PROPERTY, LOSS OF GOODWILL, COMPUTER FAILURE OR MALFUNCTION AND, TO THE EXTENT PERMITTED BY LAW, DAMAGES FOR PERSONAL INJURIES. EVEN IF ACTIVISION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ACTIVISION'S LIABILITY SHALL NOT EXCEED THE ACTUAL PRICE PAID FOR THE LICENSE TO USE THIS PROGRAM. SOME STATES/COUNTRIES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS AND/OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND/OR EXCLUSION OR LIMITATION OF LIABILITY MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.

TERMINATION. Without prejudice to any other rights of Activision, this Agreement will terminate automatically if you fail to comply with its terms and conditions. In such event, you must destroy all copies of this Program and all of its component parts.

U.S. GOVERNMENT RESTRICTED RIGHTS. The Program and documentation have been developed entirely at private expense and are provided as "Commercial Computer Software" or "restricted computer software." Use, duplication or disclosure by the U.S. Government or a U.S. Government subcontractor is subject to the restrictions set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clauses in DFARS 252.227-7013 or as set forth in subparagraph (c)(1) and (2) of the Commercial Computer Software Restricted Rights clauses at FAR 52.227-19, as applicable. The Contractor/Manufacturer is Activision, Inc., 3100 Ocean Park Boulevard, Santa Monica, California 90405.

INJUNCTION. Because Activision would be irreparably damaged if the terms of this Agreement were not specifically enforced, you agree that Activision shall be entitled, without bond, other security or proof of damages, to appropriate equitable remedies with respect to breaches of this Agreement, in addition to such other remedies as Activision may otherwise have under applicable laws.

INDEMNITY. You agree to indemnify, defend and hold Activision, its partners, affiliates, contractors, officers, directors, employees and agents harmless from all damages, losses and expenses arising directly or indirectly from your acts and omissions to act in using the Program pursuant to this Agreement.

MISCELLANEOUS. This Agreement represents the complete agreement concerning this license between the parties and supersedes all prior agreements and representations between them. It may be amended only by a writing executed by both parties. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable and the remaining provisions of this Agreement shall not be affected. This Agreement shall be construed under California law as such law is applied to agreements between California residents entered into and to be performed within California, except as governed by federal law and you consent to the exclusive jurisdiction of the state and federal courts in Los Angeles, California.

CUSTOMER SUPPORT

Note: Please do not contact Customer Support for hints/codes/cheats; only technical issues.

Internet: <http://www.activision.com/support>

Our support section of the Web has the most up-to-date information available. We update the support pages daily, so please check here first for solutions. If you cannot find an answer to your issue, you can submit a question/incident to us using the online support form. A response may take anywhere from 24-72 hours depending on the volume of messages we receive and the nature of your problem.

Note: Internet support is handled in English only.

Note: The multiplayer components of Activision games are handled only through Internet support.

Phone: (310) 255-2050

You can call our 24-hour voice-mail system for answers to our most frequently asked questions at the above number. Contact a Customer Support representative at the same number between the hours of 9:00 a.m. and 5:00 p.m. (Pacific Time), Monday through Friday, except holidays.

Please do not send any game returns directly to Activision without first contacting Customer Support. It is our policy that game returns/refunds must be dealt with by the retailer or online site where you purchased the product. Please see the Limited Warranty contained within our Software License Agreement for warranty replacements.

Register your product online at <http://register.activision.com> so we can enter you in our monthly drawing for a fabulous Activision prize.

For hints and tips about this title, please visit:



www.bradygames.com

ACTIVISION
activision.com

MARVEL
www.marvel.com

COLUMBIA PICTURES
© 2007 COLUMBIA PICTURES INDUSTRIES, INC. ALL RIGHTS RESERVED.

SPIDER-MAN
HEROES UNLEASHED

Activision, Inc.
P.O. Box 67713
Los Angeles, CA 90067
83071.226.US

Spider-Man and all related characters and certain elements: TM & © 2007 Marvel Characters, Inc. Spider-Man, Spider-Man 2 and Spider-Man 3 movie elements: © 2002, © 2004, © 2007 Columbia Pictures Industries, Inc. All rights reserved. Game elements: © 2007 Activision Publishing, Inc. Activision is a registered trademark of Activision Publishing, Inc. All rights reserved. The ratings icon is a trademark of the Entertainment Software Association. All other trademarks and trade names are the properties of their respective owners.