

The background of the cover features a close-up of Max Payne, a bald man with a beard and sunglasses, wearing a colorful floral shirt. He is holding a silver handgun with both hands, looking down at it. The background is a hazy, sunlit city street with power lines and buildings.

ROCKSTAR GAMES PRESENTS

MAX PAYNE[®]3



Important Health Warning About Playing Video Games

Photosensitive seizures

A very small percentage of people may experience a seizure when exposed to certain visual images, including flashing lights or patterns that may appear in video games. Even people who have no history of seizures or epilepsy may have an undiagnosed condition that can cause these “photosensitive epileptic seizures” while watching video games.

These seizures may have a variety of symptoms, including lightheadedness, altered vision, eye or face twitching, jerking or shaking of arms or legs, disorientation, confusion, or momentary loss of awareness. Seizures may also cause loss of consciousness or convulsions that can lead to injury from falling down or striking nearby objects.

Immediately stop playing and consult a doctor if you experience any of these symptoms. Parents should watch for or ask their children about the above symptoms—children and teenagers are more likely than adults to experience these seizures. The risk of photosensitive epileptic seizures may be reduced by taking the following precautions: Sit farther from the screen; use a smaller screen; play in a well-lit room; do not play when you are drowsy or fatigued.

If you or any of your relatives have a history of seizures or epilepsy, consult a doctor before playing.

ESRB Game Ratings

The Entertainment Software Rating Board (ESRB) ratings are designed to provide consumers, especially parents, with concise, impartial guidance about the age-appropriateness and content of computer and video games. This information can help consumers make informed purchase decisions about which games they deem suitable for their children and families.

ESRB ratings have two equal parts:

- **Rating Symbols** suggest age appropriateness for the game. These symbols appear on the front of virtually every game box available for retail sale or rental in the United States and Canada.
- **Content Descriptors** indicate elements in a game that may have triggered a particular rating and/or may be of interest or concern. The descriptors appear on the back of the box next to the rating symbol.

ON FRONT



ON BACK



For more information, visit www.ESRB.org.



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AS A YOUNG NYPD DETECTIVE

Max Payne's life was shattered in a single dark night when he returned home to find his beautiful wife and baby daughter dead. Both had been brutally murdered in a frenzied attack by a group of junkies in the grip of the latest designer drug infecting the city – Valkyr.

In the years that followed, as his despair turned to rage, Max transferred to the DEA and went undercover, dedicating himself to stamping out the menace of Valkyr. Eventually he stumbled across a lead that would help him unravel a conspiracy that touched the highest echelons of the US Military-Industrial

Complex, and implicated them in the production and trafficking of Valkyr, finally uncovering the stark truth behind the murder of his family.

Taking revenge on the individuals involved went some way to satisfying Max's need for vengeance, but nothing could lessen the sense of loss. As depression set in and eroded his anger, Max returned to the relative tranquility of the NYPD.

Years later when a routine investigation brought some of the key figures from the Valkyr conspiracy back into focus,

Max saw a glimmer of hope. Hope of a new life. Hope of regaining some of what he'd lost. Hopes that were ultimately dashed, again at the hands of the dark, mysterious forces that seek to influence and manipulate those that govern.

Disaffected with policing and struggling with his demons, Max left the NYPD and turned to a toxic combination of booze and pills, languishing for years in the limbo of seedy New York bars and the arms of easy women. Until an old friend walked through the door and an opportunity for a fresh start arose...



INSTALLATION

SYSTEM SPECIFICATIONS

OS: Windows 7 32/64 Service Pack 1, Windows Vista 32/64 Service Pack 2, Windows XP 32/64 Service Pack 3

Processor: Intel Dual Core 2.4 GHZ - i7 3930K 6 Core x 3.06 GHZ / AMD Dual Core 2.6 GHZ - FX8150 8 Core x 3.6 GHZ

Memory: 2GB - 16GB

Video Card: NVIDIA® 8600 GT 512MB VRAM – NVIDIA® GeForce® GTX 680 2GB VRAM / Radeon HD 3400 512MB VRAM - Radeon HD 7970 3GB VRAM

Please refer to your hardware manufacturer and www.rockstargames.com/support for current compatibility information. Some system components such as mobile chipsets, integrated, and AGP graphics cards may be incompatible. Unlisted specifications may not be supported by publisher.

Other Requirements: Initial activation requires internet connection and a valid Rockstar Social Club account (13+ to register); Online play requires log-in to Rockstar Social Club (13+); software installation required including GameShield IronWrap; DirectX and Microsoft Visual C++ 2008 SP1 Redistributable Package (x86).

INSTALLATION

STEPS:

1. Insert the Max Payne 3 DVD (Disc 1) into your DVD-ROM drive and follow the on-screen directions.
2. Upon launch, the Max Payne 3 launcher will search for and install any patches.
3. Upon first boot of Max Payne 3, you will be presented with the Rockstar Games Social Club user interface which is necessary to activate your game. Note that you are not required to create an online Social Club account to install or play the game.
4. You will be prompted to enter your Activation Key to perform a one-time product activation via the internet. If you fail to connect or you do not have internet access and need to perform this step from a different computer, please visit www.rockstargames.com/support for help.
5. Once the game is activated, you will be asked to create a Social Club account or log into an existing one. You may create an offline profile instead

if you wish, but this will not give you access to Social Club features or online play.

The Activation Key is necessary to initiate your game and replacement keys are not available.

GAME CONTROLS

MOVEMENT

MOVE FORWARD W
MOVE BACKWARD S
MOVE LEFT A
MOVE RIGHT D
SPRINT LEFT CTRL
ROLL G
SHOOT/DODGE™ SPACE BAR

COMBAT CONTROLS

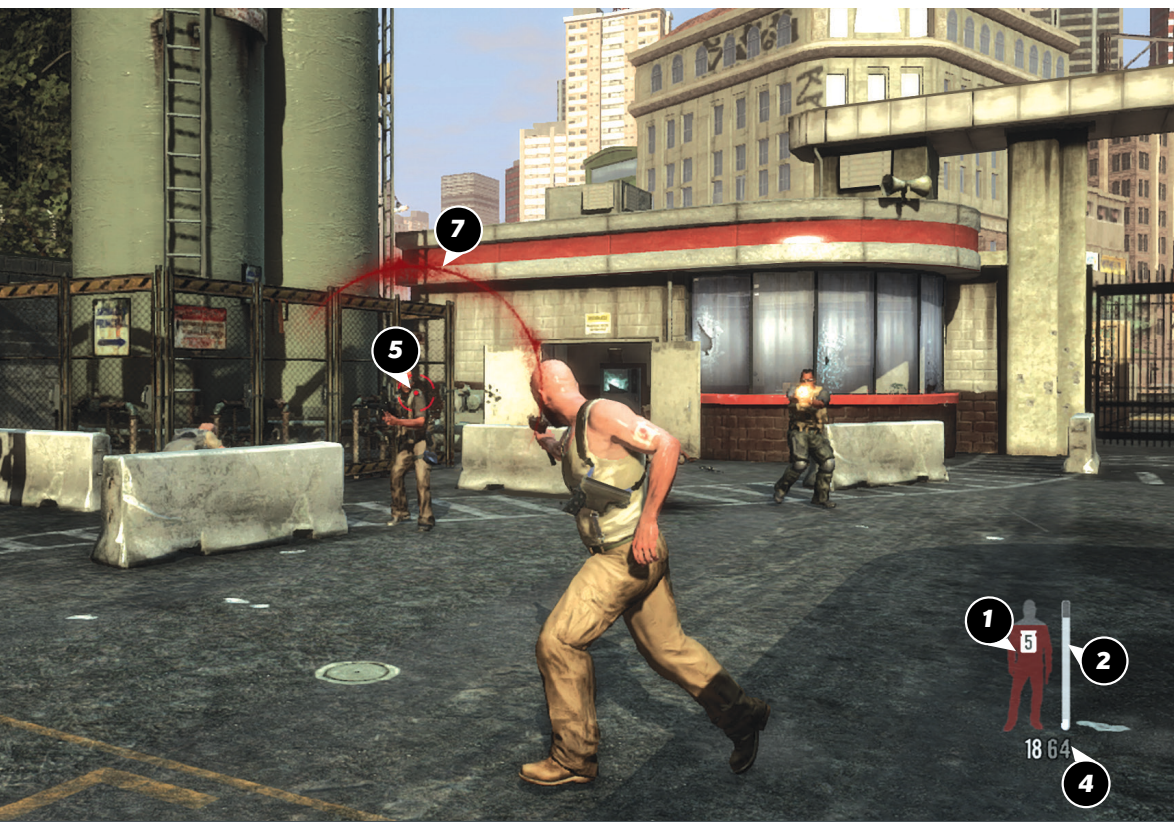
FIRE WEAPON LEFT MOUSE
BUTTON
AIM RIGHT MOUSE
BUTTON
RELOAD R
INTERACT E
COVER Q
BULLET TIME® LEFT SHIFT
CROUCH C
PAINKILLERS TAB
MELEE (MP) V

WEAPON CONTROLS

TOGGLE ATTACHMENT ... B
PICK UP WEAPON F
CHANGE WEAPONS WHEEL UP
CLOSE WEAPON RIGHT MOUSE
WHEEL BUTTON
PUSH TO TALK Z
PRIMARY WEAPON 1
SECONDARY WEAPON ... 2
DUAL WIELD 3
TWO HANDED WEAPON . 4
GRENADE 5
DROP 2H WEAPON 6
SNIPER ZOOM IN W
SNIPER ZOOM OUT S

OTHER CONTROLS

CAMERA TOGGLE H
QUICK TURN X
TEAM CHAT T
ALL CHAT Y
PUSH TO TALK U



1 HEALTH METER

Your remaining painkillers are shown in Max's silhouette. As damage is sustained, the outline fills in red.

2 BULLET TIME® METER

This indicates your amount of Bullet Time® available.

As Bullet Time® is used up, the meter will drop, and can be replenished by shooting enemies or when under fire.

3 WEAPON WHEEL

Bring up the weapon wheel and navigate to the weapon you want by scrolling up on the mouse wheel.

Click the RMB to close the weapon wheel. If you select the dual wield option, you will automatically drop your two handed weapon. You can manually drop this weapon by pressing 6.

4 AMMO COUNT

Displays the amount of ammunition you possess for the equipped weapon.

5 RETICLE

Shows where your shots will be fired.

6 NOTIFICATIONS

Text will appear when a contextual interaction is available.

7 DAMAGE INDICATOR

The Damage Indicator shows the direction from which damage has been sustained.

In higher difficult settings, the Damage Indicator will not appear.

8 SCORE

Displays your score on the left of the timer. Your opponent's score is shown on the right.

HEADS UP DISPLAY

SINGLE PLAYER / MULTIPLAYER



9 TIME

Displays how much time is left in the current round.

10 MINI-MAP

The mini-map shows the current position of you, your teammates, and icons relating to important items or objectives.

11 MESSAGE / UPDATES

Displays updates such as kills, deaths, and objectives over the course of the match.

12 ADRENALINE

The adrenaline meter fills as you land hits on your enemies and via looting. The adrenaline meter has three levels, which correspond to the three levels of your equipped Burst.

YELLOW DENOTES HUD FOR MULTIPLAYER GAMEPLAY



GUNPLAY

HEALTH

After taking damage, popping some painkillers will heal Max. Find more painkillers by exploring the environments and pay close attention to your health meter.

If you are fatally wounded with a painkiller remaining, you will have a few seconds before you die to take out the enemy who shot you. If you manage to kill him, you will consume a painkiller and regain a small amount of health to keep fighting.

In multiplayer, health will slowly regenerate after several seconds - loadout weight and certain items will impact the speed of health regeneration. Painkillers are the fastest way to regenerate health.

BULLET TIME®

Bullet Time® will slow down the world around you and allow you to aim, move and fire slightly faster, giving you an edge on your enemies.

Bullet Time® is finite and can run out. Earn more by getting kills or while under fire. Headshots, well placed body shots and stringing kills together will all earn you extra Bullet Time®.

SHOOTDODGE™

Use Shootdodge™ to make spectacular kills in Bullet Time®. You can use Shootdodge™ as a defensive strategy to quickly get out of fire. You can Shootdodge™ in any direction you start to move in by pressing SPACE BAR.

After a Shootdodge™, Max will remain prone on the ground. You can continue to shoot in any direction and reload while lying down.

Use the movement controls to stand up in any direction you want to move.



BULLET CAM

A cinematic camera will automatically show your final kill, letting you know you've cleared an area.

You can also manually slow down the speed of the final kill camera by holding the LEFT CTRL button, or fire more rounds into your enemy by pressing LEFT MOUSE BUTTON.

MELEE

In close quarters, Max has a slew of brutal melee attacks to take down enemies. When you run out of ammo, use melee to disarm your enemies and take their weapon.

COVER

Walls, vehicles, crates and other objects can be used as cover. Press Q when near to an object to take cover behind it. Exit by pressing Q or by moving away from cover. Some cover degrades as it takes damage.

If you stay in cover for too long, enemies will use flanking and charge tactics to force Max out of hiding.

TARGETING

Max Payne 3 has advanced control settings for targeting. You can select different reticles, control schemes and adjust camera control speed. When playing with a joystick, there are also different aiming types:

HARD LOCK

Reticle quickly snaps to the closest targets when aiming. Hard Lock provides the most aiming assistance.

SOFT LOCK

You will need to aim closer to targets before the reticle snaps to lock on.

OFF

Turn off targeting assistance for complete free aim.

MULTIPLAYER

Max Payne 3 multiplayer is a groundbreaking new way to take the Max Payne experience online. In addition to an array of competitive and cooperative game modes like Deathmatch and Payne Killer, Max Payne 3 multiplayer introduces an innovative narrative-driven team mode called Gang Wars, where the outcome of each match will determine the story and game types for 5 consecutive rounds of gameplay. Level up to unlock new weapons, attachments, items, customizable avatar features, and a range of special abilities, called Bursts.

MATCHMAKING

In multiplayer, you can choose to join one of many Playlists to compete with the entire online community or create a Private match where you can invite and play with your friends. Playlists use a matchmaking system that will place you in matches with appropriate players

PLAYLISTS

TRAINING MODES

Deathmatch and Team Deathmatch modes reserved for players new to Max Payne Multiplayer.

DEATHMATCH

It's every gangster for himself. Kill everyone as often as possible.

TEAM DEATHMATCH

Work with your gang to take down your rivals. The gang with the most kills wins.

PAYNE KILLER

This mode is a blend of cooperative and competitive play. The game starts with a standoff. The first player to make a kill and the first player to get killed will become Max Payne and Raul Passos. Those two players must work together to kill as many gang members as possible to earn points and stay alive. The remaining players must try to take down Max and Passos. Any player that kills one of them will become them and then must fight to stay alive for as long as possible.

based on your level, the types of matches you choose and numerous factors related to your personal ranking. If you have formed a persistent crew through the Rockstar Games Social Club, you will be placed in matches with your gang mates if they are playing online.

LARGE DEATHMATCH

Take down your enemies in a Deathmatch with up to 16 players on a large map. Complete the training modes to open advanced playlists.

LARGE TEAM DEATHMATCH

A Team Deathmatch in larger teams on a larger map.

GANG WARS

Gang Wars takes key events from the single player story and uses them as jump-off points for multiplayer matches with shifting objectives, all linked by a shared story thread. Complete multiple objectives with your gang. Each objective forms part of a larger branching story arc that will change dynamically based on the outcome in each round:

WARFARE:

All out warfare as the gangs battle for supremacy.

SHOWDOWN:

The gangs battle to the death, their strength dependent on the previous rounds.



SURVIVOR:

A Showdown style game mode but each team has limited lives.

LAST STAND:

Each gang member has only one life to fight to the death.

TAKEDOWN:

Take down the designated target – and anyone who gets in your way.

SHORT FUSE:

One gang must arm one of two bombs while the other tries to protect the bomb sites from destruction.

DELIVERY:

Both gangs must compete to collect and deliver their team's items to a single drop off point.

GRAB:

Both gangs fight over capturing two bags and delivering them to a drop off point.

TURF GRAB:

Gangs battle for an important piece of turf.

TOTAL TURF:

Gangs fight to control multiple territories.

SIEGE:

With their back to the wall, one gang must hold on to 3 territories, one after the other.

PASSAGE:

One gang flees for their life as they're mercilessly hunted down.

*** Press the delete key to change aiming default within the playlists section. Playlists may be added or changed as add-on content is released**



MULTIPLAYER CONTINUED



ARSENAL

The Arsenal is your hub for multiplayer customization. Access the Arsenal through the multiplayer menu to create and equip custom loadouts, unlock and purchase new weapons, customize your avatar appearance and add titles to your name.

LOADOUT

The loadout section provides 4 preset loadouts that suit various play styles.

Leveling up will unlock customizable loadout slots to create your own loadouts with weapons, items, projectiles and Bursts that you have unlocked.

All loadout items are unlocked by leveling up and are purchased with the cash you have earned; scroll through the loadout menu to view and equip weapons, items, projectiles and Bursts.

Weapons and items all have various effects on your mobility, speed and health regeneration; be sure to keep an eye on your mobility meter when customizing your player.

ITEMS

You can equip and carry up to 5 items at a time, giving your player persistent passive abilities while equipped.

BURSTS

Bursts are special abilities that you can assign within your loadout and activate during gameplay to give you, and in some cases, your entire team, a specific advantage. Bursts are tied to your adrenaline meter and each Burst has three levels which are activated depending on how much adrenaline you have. You can only equip one Burst per loadout. Activate a Burst by pressing the LEFT SHIFT KEY.

PROJECTILES

Select and equip one of many different types of thrown weapons such as frag grenades or flash bangs. You can also cook grenades by equipping them with the weapon wheel and holding down LEFT MOUSE BUTTON before releasing.

AVATAR

Modify a custom avatar for each faction in multiplayer. Your avatar can be customized with numerous cosmetic alterations to your outfit and physical appearance.

TITLES

New titles are unlocked by reaching higher ranks or completing Grinds. Choose a title for your player and show off your cred.

MULTIPLAYER CONTINUED



LEVELING AND CASH

XP
Earn XP by getting kills, completing objectives, and playing matches.

LEVELING AND UNLOCKS
Accumulate XP in multiplayer to level up. More items, bursts, weapons and attachments will unlock as you level up.

CASH
Use cash to purchase new weapons, attachments, items and bursts for your loadout. You receive a cash bonus each time you level up. Completing objectives, looting bodies, getting killstreaks and winning wagers also earns you cash.

LOOTING
Hold E over dead enemies to loot their bodies for cash, adrenaline or painkillers.

WAGERS
While a game is loading, you have a chance to wager on match specific criteria by pressing R.

GRINDS
Grinds are multiplayer challenges that earn you extra XP when completed. Grinds are automatically tracked and you can view your progress, completed Grinds and awards through the Grinds menu.

WEAPON LEVELING SYSTEM
Racking up kill XP will level up your equipped weapon, unlocking new features for that weapon and its attachments.



Sign up for the Rockstar Games Social Club to receive all the benefits of being a part of the Rockstar community. Play in special Social Club-only events with Rockstar devs, friends and VIPs, show off your skills in multiplayer events streaming live on the Social Club website, participate in individual and community gameplay challenges, track your stats against your friends, and do all this while earning exclusive rewards.

To join in-game, press the HOME key on the Max Payne 3 main menu screen, or visit www.rockstargames.com/socialclub

CREWS

Crews are an easy way for Social Club members to play Max Payne 3 multiplayer with friends. Playing in a Crew will yield extra XP in matches and improve your team based skills.

Create, join and manage Crews through the Social Club website – this is your hub for customizing and managing all aspects of your Crew including the Crew name and emblem. You can also

join and manage Crews through the in-game multiplayer menu.

You can join multiple crews, but you can only have one active at a time. When joining a match that has a member of your Crew in it, you will automatically join their side. You can also invite gamers you've recently played with to join your Crew, or apply to join their Crew through the in-game Crews menu.

ARCADE MODE

Take on single player levels in Arcade Mode. Race against the clock to complete levels quickly while causing as much destruction as possible along the way. Score Attack levels are unlocked by beating them in the single player story mode. New York Minute is unlocked after beating the game.

Unlock multiplayer Avatars by achieving platinum, and gain multiplayer XP by reaching high scores in the Arcade Modes.



SCORE ATTACK

Accumulate the highest score possible by getting certain types of shots and kills. Points are awarded at various levels for body shots, headshots, kills, explosion kills, melee, and vehicle destruction. Multipliers are added to reward consecutive hits and using various game mechanics like Shootdodge™, Bullet Time® or prone firing.

NEW YORK MINUTE

Take out enemies to add time; kills are worth 3 seconds, headshots are worth 5 seconds. Bullet Time® will slow down the timer, and the timer pauses during cut scenes and final kill cams. If the clock reaches zero, you are killed.

There is an additional timer that tracks how long each level takes. If you fail a checkpoint, the level restarts and the additional time it takes you to complete the level is added to your total play through clock.

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