

OpenD6 & the Open Game License

Rules of Thumb

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What is the Open Game License or OGL? The Open Game License (OGL) is a royalty free copyright license developed by Wizards of the Coast. It allows publishers to share things with each other, such as a common game system (OpenD6 in this case).

To use the OpenD6 trademark, logo, or game system, one must comply with the terms of the Open Game License which Purgatory Press has released allowing that use. (It's all free to use and it's not hard to use the OGL at all.)

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How to Be Legit

1: Place a copy of the OGL within your work.

It's customary to include it at the end, but whatever works for you is fine. Just cut and paste the existing one and modify it as you need.

2: Update the Copyright Notice.

Section 15 of the OGL needs to be amended with your information like this: (Title), Copyright (year), (your name or name of your company). Be sure to leave everyone else's copyright information in there too. For instance, if your book uses some Open Game Content material (even a tiny bit) from "Buck's Big OpenD6 Bonanza," this is where you give him credit, and yes, *you have to give him credit*. It's only fair.

3: Decide what is "Product Identity."

(Section 15 under Product Identity) Product Identity is material, otherwise clearly identified as Open Game Content, that is excluded from the License terms that apply to Open Game Content. Product Identity usually includes trademarks and other Intellectual Property (characters, settings, etc.) You can't use anything anyone else has declared as Product Identity in your product, so the only Product Identity you should have listed here should belong to you.

4: Determine what is "Open Game Content."

(Section 15 under Open Game Content) Open Game Content is any material that is distributed using the Open Game License clearly identified by the publisher as Open Game Content. Furthermore, any material that is derived from Open Game Content automatically becomes Open Game Content as well.

- It's the stuff that you made that you will let others use.
- It must include all existing Open Game Content you are republishing.
- It must include everything that you created based on existing Open Game Content.

Points to Consider

The proper trademark is "OpenD6"

- It's not D6. (D6 is a separate trademark belonging to Purgatory Publishing.)
- It's not Open D6. (OpenD6 is all one word with mid-word capitalization.)

OpenD6 and D6 trademarks aren't the same.

OpenD6 and D6 are both trademarks. The game mechanics are compatible. Everything "OpenD6" is "D6" compatible and vice versa. Many "D6" books have been released under the OGL, but that doesn't mean you may use the D6 trademark without permission. The point of the OpenD6 trademark is to give gamers an idea of what is within a product.

You can't title your product "D6 Superheroes" or "Aliens D6" or anything similar without a special license from Purgatory Press – but that goes beyond the scope of this article. *OpenD6 doesn't grant you the right to use the D6 trademark.*

You may use the term "D6" in game terminology.

For instance in your product text you may refer to players rolling 3D6 or even a D6. This wouldn't be a challenge of trademark. It's common tabletop gaming lingo.

Don't use any material you aren't certain you can use.

Don't use things you don't own and which you don't have a license to use. You might have a fun idea for a game based on your favorite movie, novel, comic book, or tv show. Chances are really good that you don't have the proper rights to use it if you are referring to this guide. You might not know who it belongs to, but know that there's a good chance that it could land you in legal hell if you do.

"Okay, but what if I change things just enough?" The revolutionaries are out to end Dorth Fader and His Imperial Majesty's Grand Empire...
You're on your own. Consult a lawyer.

More Help for the Newbie OGL User

How can I "clearly identify" my Open Game Content?

The publisher has a burden to use some system to identify Open Game Content to any recipient of that content. Systems which have been used by some publishers include placing Open Game Content in shaded boxes, using a different font, italicizing or bolding the Open Game Content, and segregating all the Open Game Content into specifically designated chapters or appendixes. Some publishers have released documents that are identified as being comprised completely of Open Game Content.

"Clearly identified" means that the system should pass the "reasonable person" test; meaning that a reasonable person should be able to determine what portions of a given work are Open Game Content, and which portions are not. If you can't figure out what parts of a given work are Open Game Content, provided you exert a reasonable effort to read and apply the instructions for identification provided by the publisher, then the material isn't Clearly Identified.

What is "Closed Content" or "Closed Game Content"?

The Open Game License doesn't define any such terms, but it is an informal term that some publishers use to mean everything in a product which not Open Game Content. By default, all Product Identity is "closed", and everything not deemed Open Game Content is also closed.

If something is clearly identified as both Open Game Content and Product Identity in the same work, what is it?

Product Identity.

Does Wizards of the Coast's copyright to the License mean that anything I publish using the License is owned by Wizards of the Coast?

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Can't Wizards of the Coast change the License in a way that I wouldn't like?

Yes, it could. However, the License already defines what will happen to content that has been previously distributed using an earlier version, in Section 9. As a result, even if Wizards made a change you disagreed with, you could continue to use an earlier, acceptable version at your option. In other words, there's no reason for Wizards to ever make a change that the community of people using the Open Gaming License would object to, because the community would just ignore the change anyway.

The license is confusing and full of legal terms I don't understand. Is there a "plain English" version?

A: No, there is not. The License has been drafted with specific legal language to withstand any reasonable court challenge. An effort to simplify the text might introduce errors or omissions that would distort the License and could mislead potential users. You should consult your legal counsel if you have any questions about how to use the OGL.

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This clause ensures that each person that you distribute Open Game Content to will get exactly the same rights that you received when you got the Open Game Content yourself. Note that this clause means you can't restrict others from adapting your Open Game Content, or limit who can distribute Open Game Content, or add any other restrictive term. Likewise, you can't alter the terms of the license to remove sections that you might find objectionable, like the Product Identity definition.

What if I clearly identify something as Open Game Content but I don't own the copyright to that material or have the permission of the copyright owner to do so?

You will have breached Section 5, since you don't have Authority to Contribute. As a result, the material you clearly identified as Open Game Content does not become Open Game Content. The legal consequences of doing so could be quite dire. You should consult with your legal counsel to be sure that you have the Authority to Contribute anything you intend to distribute as Open Game Content.

What if I want to use material from more than one source?

As long as they each use the Open Game License (and you are only using Open Game Content from within), add the copyright info of each source and any source they list in their OGL copyright section to your OGL and be sure to clearly identify their stuff as Open Game Content. Be sure to avoid all use of their Product Identity.

Where Can I found a high resolution copy of the logo?

<http://opend6.pbworks.com/f/OpenD6Logo.psd>

What if I have more questions?

You could try reading the following FAQ:

<http://www.wizards.com/default.asp?x=d20/oglfq/20040123f>

Or you could also ask for help at wefgfansite.com

What you can do with the OGL

Attached, you will find a copy of the Open Game License published in "D6 Adventure" (WEG51011, Copyright 2004, by Purgatory Publishing Inc.) and a copy of the OpenD6 Logo. If you make use of *this* OGL and update it properly, you will be able to:

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Use the game system. Remix it, modify it, extend it, reprint it, or use it as already written.

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