ePUBLISHER D20/OGL Guide

DETAILED GUIDE TO OPEN LICENSES

PLUS BONUS MATERIAL

Minion GAMES

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ePublisher Guide to d20 & Open Gaming Publishing

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Disclaimer

The information contained within this book should be considered as informed advice from those within the industry who have experience. It should not be considered legal advice, nor should the information be considered to fit every situation.

The role-playing business is mercurial, even fickle, and the PDF market is a young, developing and changing area of the business in which people are still finding their way and discovering what works. The advice presented in this book is the best that can be gathered from the currently available information and is offered in good faith, but cannot be considered absolute, a guarantee of success or a treasure map.

The particulars of various forms of licensing are also changing and so it is always best to check, thoroughly, through the latest version of a particular form of licensing before proceeding with any projects.

Basically, we accept no responsibility for disasters resulting from business plans extracted from this material and strongly advise pessimism and caution in your projects, whatever they may be.

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Forward

In the fall of 1998, Peter Adkison, who was the CEO of *Wizards of the Coast®* at the time, came to see me in my office. He asked me to take over the role of managing the role-playing business at Wizards, a business that the company had acquired along with its purchase of *TSR™* the previous year. Vince Calouri, the company's COO, and my direct boss at the time, had some very simple instructions: Figure out what went wrong at *TSR*, fix the problem, and show a profit.

TSR had been working on a new version of its flagship RPG, *Dungeons & Dragons®*, prior to the acquisition, but work had stalled due to the lack of a strategic direction for the business. Peter made the new version of *D&D®* a top priority for the RPG business and restarted the design work on the project even before the *TSR* staffers relocated to the Wizards offices just outside of Seattle. When I took over the business, the new *D&D* revision was still a very blue-sky project.

All throughout 1999, my team and I worked to understand the way the RPG business was really working. We had to discard a number of long-cherished beliefs about the business because the facts kept annoying us by contradicting conventional wisdom. That theoretical work was being fed back into the 3rd Edition design process in the form of requests for features, and into the 3rd Edition product lineup in the form of future product specs that would be translated into new products in the years following the release of the core books. Every time we changed theories, it had a trickle down effect on both the work in progress, and the future product lineup, which caused a lot of disruption in the R&D and related teams.

Finally we reached a consensus on an umbrella theory that we could demonstrate accounted for most of the actual sales & play patterns we were observing in the market. That theory was based on a fairly obscure branch of economics called Network Effects. One of the odd properties of a gaming business is that it forms a network comprised of the players of the games, the groups they gather in to game with, and the games they play when they gather. Networks don't tend to behave like typical economic systems. They do very odd things, because the network itself becomes a part of the value of the market.

One network effect is called a Network Externality. A network externality happens when most of the value of a given product resides in the network connecting the users of that product together, rather than in the actual item that is being sold to those users. RPGs, it turns out, demonstrate strong signs of network externalities. Using the concept of the network externality, we began to be able to explain things that our data showed us to be true, even though the conventional wisdom said they were not. And one of the biggest things that data showed us was that a lot more people were playing *D&D* every month than were buying it - by a factor of 100!

That was a big relief. It meant that the potential market for 3rd Edition was much larger than the market we were selling the tail end of the 2nd Edition product line to. But how could we reach out and grab the attention (and the wallets) of those people who were playing *D&D* but weren't actively buying any RPG products anymore? And how could one company, no matter how large in comparison to other RPG publishers, find a way to meet the diverse needs of so many different groups with so many different play styles, genre interests, and house rules?

Those questions lead us to a very surprising answer. They lead us to the idea of Open Gaming. An Open Game as I have defined it, is a game that allows its users to freely copy, modify and distribute its rules, without an approval cycle and without any cost. This idea is clearly linked to the philosophy of Free Software, and we were fortunate that the pioneers of the Free Software movement had already proved (for software, at least) that such a system was workable.

Prior to the era of Open Gaming, most publishers existed in a box created by copyright law. That box was fiercely defended by some, passively accepted by most and ignored by a few. The box said that one game company's rules could not be used by another without a formal license between the two companies. Since most publishers considered their game rules to be one of the most valuable assets of their companies, most refused to license those rules to any other publisher.

The few times such cross-licensing was tried, the results were considered unsatisfactory by one or both parties.

The way out of that box was a license that would give everyone a new set of rights: the rights to freely copy modify and distribute a game.

As the owners of the biggest RPG game rules, *Wizards of the Coast* also controlled access to the largest network of game players. We realized that if we could tap the creativity of all the people who would like to be making content that was compatible with *D&D*, but couldn't because of the old copyright regime, we could provide a powerful incentive in the form of thousands of new and exciting products to all those people playing *D&D* but not buying any RPG products to upgrade to the new 3rd Edition. At the same time, we hoped that the powerful forces of feedback, review, and testing would create an environment where the 3rd Edition rules themselves would start to change and be improved through the efforts of all the designers using and recycling those rules.

It was my privilege to be at the right time, at the right place, working with the right people and supported by the right management, to find a clear path to get from the old copyright box to the new world of Open Gaming, via the twin licenses we constructed: the Open Game License for the rules, and the d20 System Trademark License for the trademark and branding of those rules.

Four years later, Open Gaming has had a tremendous effect on the market. In what seemed like the blink of an eye, the *d20 System®* was morphed, mutated, forked, and recombined like a mad geneticist's experiment. At each stop, creativity was combined with the work that had gone before to produce something new. Some of that content was good, and some of that content was bad, but over time, the good ideas tended to replicate into other people's projects, and the bad ideas tended to fade away.

Open Gaming had a commercial effect as well. More RPG product was sold to more customers in a few short years than in the whole decade that preceded the Open Gaming era. That pace has slowed in the past few years, but there are indications that the total market size has grown substantially, creating a vast new potential for the next hit game to thrive in.

Open Gaming makes demands on its users. It demands that you pay attention to some aspects of the law that are often fuzzy and ill-defined. And it requires that you follow a set of rules very carefully. Publishers who didn't meet these demands sometimes found themselves having to fix problems at their own expense. But by and large, the publishing community has embraced the licensing structure and has learned to work within it with few problems.

Open Gaming means that the work of thousands of people is yours just for the asking. It means that when you contribute your own work to that shared community of content, others can gain value from it simply by properly citing your work as a reference. Open Gaming means that the value proposition has been permanently shifted away from rules (which now have little commercial value), towards writing skill, playtesting, imagination, illustration, production values, marketing, and support.

Open Gaming means that when there's one part of a game you don't like, you don't have to write an entire new game system to fix that one part—you can concentrate your effort in one or two places and let the rest of the system remain basically unchanged.

Last but not least, Open Gaming means that there are more than two million people every month playing a game system you can freely use, modify and distribute.

So get busy writing

Ryan S. Dancey

Redmond, WA
April 11, 2004

Introduction

This guide is a book of advice, knowledge and information resources to assist and enable you to publish your own Open Game material. This might be a supplement based around the well-known Open Gaming version of the *d20 System™*, it might be an implementation of another open system such as the *Action! System™* or *Dominion Rules™*, or it might even be your own home-brewed creation.

The d20 License and Open Gaming License have created something of a revolution in the gaming industry, allowing many smaller companies to hitch a ride on *Dungeons & Dragons®* and the whole d20 surge from *Wizards of the Coast®*. At the same time, they also allow varying degrees of customization and development, mutating the game system far beyond its original starting point. They have also greatly assisted the small and micro press within the gaming industry and brought a boost to the salability of independently produced PDF game material.

Open Gaming is still something of a puzzle, though, with many different licenses, imprints and guidelines to work your way around, even within the same general license or system! Some licenses force you to keep up with any changes; others permit the use of any version. Some licenses are free to use, some require a set fee, and some are negotiable. Knowing what to sell in an already-flooded market is another area of concern. Does the world really need another book about dark elves? How well do adventure books sell? How much should you be paying for art, writing, editing?

This book is your roadmap, a guide to the pleasures and pitfalls of publishing Open Gaming material, with special reference to e-publishing via such outlets as *www.RPGNow.com*. It includes an explanation of the major Open Gaming licenses available, their natures, their benefits and their drawbacks, and a step-by-step guide to producing your own Open Gaming material. We also have a plain-English explanation of the largest and most influential licenses on the market.

Who knows, yours may even be the next product to take the market by storm!

The ePublisher Guide

This current book is an in-depth supplement to the ePublisher Guide, which is available from *www.RPGnow.com* from this address:

http://www.rpgnow.com/product_info.php?products_id=1668

The ePublisher Guide is *the* resource for preparing for online RPG publishing and contains a wealth of information and assistance on all aspects of setting up and running an RPG e-publishing business.

The Guide contains advice and contributions from many leading industry figures, and also includes poll data taken from actual online PDF sales, which is invaluable to anyone setting up in this business.

If you find this Guide to open gaming useful, then the ePublisher Guide will likely also prove useful, having information that is more generally applicable.

Open Software Movement

The Open Gaming movement has drawn much of its inspiration and its model from the success of the Open Software movement, and models such as Linux where the source code and additions to it are made freely available and people can construct their own operating system from these diverse elements. If one compares the system of a game to the operating system of a computer the parallels become readily apparent.

The Free Software Foundation (FSF) was originally founded in 1985 and was dedicated to promoting users rights to use, study, copy, modify and redistribute computer programs. This is arguably the origin of the Open Source idea; the FSF's famous Free as in Freedom catch phrase forms the basis for the open source movement *(see http://www.gnu.org/philosophy/free-sw.html)*. However, the goals of the FSF, noble though they may be, do not really apply to the real world of businesses needing to make money in order to survive. The problem is this part of their Freedom definition:

"A program is free software if users have all of these freedoms. Thus, you should be free to redistribute copies, either with or without modifications, either gratis or charging a fee for distribution, to anyone anywhere. Being free to do these things means (among other things) that you do not have to ask or pay for permission."

What they are saying here is that all programs should be free to modify and distribute for the cost of postage and a CD. Obviously you are not going to get many corporations signed up to that idea; they are, after all, interested in making money.

The free software model, while a lofty goal of global equality of access to software and technologies, would not really be taken seriously by the software development companies until the OSI, that is.

The Open Source Initiative started with the Netscape Communications Corporation. On January 22, 1998 Netscape announced its plans to make the source code for Netscape Communicator 5.0 available for free *(see http://wp.netscape.com/newsref/pr/newsrelease558.html)*. This provided the impetus for the formation of the group, now a California registered Corporation. They developed a definition of what Open Source is, based on the Debian Free Software Guidelines written by a man called Bruce Perens in 1997. The OSI is more interested in promoting an environment conducive to a continuous exchange of ideas for the betterment of the whole. The main point of difference between this and earlier free software is that the OSI does not prohibit charging for the software, which makes it a much more acceptable business model for the real world, though there are a few other conditions that you must follow though such as including the original source code with the application.

Obviously to a corporation this is much more interesting because it allows them to make money and to take advantage of the development process that the OSI puts forward.

The problem with both of these systems is that large corporations, for the most part, do not trust them and do not feel that they should share their ideas with anyone. So ultimately, with all the good intentions in the world, human nature and greed get in the way of advancement.

References:
http://www.opensource.org
http://www.gnu.org

A Word of Caution

Try not to think that hitching your wagon to the *d20* train means automatic success. The market is flooded with *d20* products and there are books on just about every conceivable topic, race, class, monster or setting for it, especially if you take into account the smaller press. The market is very competitive, so you'll need to have a truly outstanding product (preferably something nobody else has touched upon), and a touch of class to have a chance of doing really well in this area.

The same follows, substantially, for OGL material. Don't think that other licenses necessarily offer a safe harbor from these problems as they have problems of their own, chiefly a lack of brand recognition.

A final caution, a great deal of small- and e-press-produced work is quite shoddy and very amateurish. If you can give a more professional polish to what you do, you will, again, be a step ahead.

Glossary/Terms

Copyright: A collection of rights that protect how a particular creative work is used, such as the rights to copy, distribute, and make derivative works.

d20 License: Used with the Open Game License. This license lets the licensee identify a publication as *d20*-compatible but also restricts some of the content that can be included. The proper name for this license is the *d20 System* Trademark License.

d20 System™: The name of the gaming system contained within the System Reference Documents written by *Wizards of the Coast* and licensed under the Open Game License.

d20 System Guide: A document from Wizards of the Coast with details on complying with the *d20* License.

Derivative Work: A creative work based upon another creative work. For example, the movie *The Wizard of Oz* is a derivative work of the book, The Wonderful Wizard of Oz.

Intellectual Property: Creative works (books, music, movies, etc.) in which the creator has an ownership interest. This interest can be protected by copyright, trademark, and other mechanisms. Often abbreviated IP.

License: A contract giving someone permission to do something they wouldn't otherwise be allowed to do. For example, a drivers license is what gives you permission to drive. In the case of creative works, it is the permission to use copyrighted, trademarked, or otherwise protected material.

Licensee: The person who gets the benefit of the license. In the case of the Open Game License, it is the publisher who gets to use the Open Game Content.

Licensor: The person who is giving the permission. In the case of the Open Game License, it is *WotC* and any other publishers who publish Open Game Content.

OGC: Open Game Content. (See below)

OGL: Open Game License. (See below)

Open Game Content: Material that is released under the terms of the OGL and is intended to be used freely under the terms of that license.

Open Game License: The license, established by *WotC*, which gives permission to people to publish products using Open Game Content.

Open Gaming System: A system that can be freely copied, modified, and distributed through the use of an open license.

PI: Product Identity. (See below)

Product Identity: Material that is not released as Open Game Content and is not intended to be used freely under the OGL. Abbreviated PI in most discussions of the OGL.

Royalty: Payment made from the proceeds resulting from the sale of a creative work.

Section 15: The section of the Open Game License that includes the copyright information (date, copyright holder, and author) for all of the sources used in the publication.

SRD: System Reference Document. (see below)

Sublicense: A new license created by a licensee.

System Reference Document: The document, published by *WotC*, which contains the Open Content based on the core *Dungeons & Dragons®* rulebooks.

Trade Dress: The distinctive appearance or design of a product that differentiates it from competing products. The classic example is the characteristic shape of a *Coca-Cola®* bottle.

Trademark: A product quality (usually a logo, title, and/or trade dress) that distinguishes a product from competing products. A trademark can be, but is not required to be, registered.

WOTC: *Wizards of the Coast, Inc.®*—they own the rights to *Dungeons & Dragons®*, *D20 Modern™*, and other games. (Often abbreviated *WotC*.)

1 OGL & d20: Comparing the Licenses

So, you want to create a d20 or Open Gaming supplement, and you bought this book to help you cut through the muddle of the various licenses. This is the chapter that contains the most muddle. Once you get through this chapter, you should have an understanding of the just what the heck 'd20' or 'Open Gaming' is. This chapter also assumes you are working on something that vaguely resembles other products using the OGL or *d20* License.

Wizards of the Coast® created the Open Game License (OGL) and the *d20 System* Trademark License so that third-party publishers could create material for the premiere role-playing game, a.k.a. *Dungeons and Dragons*®. You can become a licensee of both licenses without prior consent from *Wizards of the Coast*. This has led to the large proliferation of third-party publishers and third-party products.

To make this work, *Wizards of the Coast* released a set of rules called the *d20 System*™, in a document called the System Reference Document. The SRD is licensed under the Open Game License. This set of rules is essentially a subset of the *Dungeons and Dragons* rules.

The two licenses do two different things. The OGL grants you permission to create works derivative of other OGL licensees' works. The *d20* License grants you permission to use the *d20 System* Logo on your published works. Those last two sentences are quite a mouthful. Let's examine them more closely:

The Open Game License is a license that grants access to copyrighted material. According to normal copyright law, you cannot write something that is derived from an existing work without the copyright holder's permission. The OGL grants that permission without you needing to get in touch with the original author. Since the SRD is licensed under the OGL, you can create works that derive from that set of rules. If you want access to the rules, this license is mandatory.

The *d20 System* Trademark License provides branding to works derived from the SRD. That branding is the little red, white and black d20 Logo that is found on just about every *Wizards of the Coast* role-playing game product. *Wizards of the Coast* grants you access to this logo in exchange for a few restrictions on what you may publish with the logo. This license is optional. The fact that it is optional is the cause of some confusion and is the reason for this book.

Using the Open Game License gives you access to a gaming system that is known and used by millions of gamers. It also gives you access to the Open Game Content of every other licensee. See Chapter 2 for details of the license.

When deciding if you will use the *d20 System* Trademark License, you have to weigh the advantages of getting access to the *d20* Logo brand versus the restriction imposed by the License.

What you can and cannot do with both licenses is broadly described below. If any of the following bullet points are unclear, reading the annotated copies of the licenses (in the following two chapters of this book) may help. Also refer to the summary table in Appendix 2.

What about *d20 Modern*™?

Along with the SRD for fantasy role-playing, *Wizards of the Coast* has released a second document the Modern SRD (or MSRD) which contains a rules system for Modern-era role-playing. This ruleset is a subset of the *d20 Modern* rules. The MSRD was released under the Open Game License and you can attach the *d20 System* Logo to works derived from the MSRD using the d20 System Trademark License.

In all cases, creating a modern role-playing supplement or game using the MSRD is identical, for the purposes of this book, to creating a fantasy role-playing supplement or game using the SRD. Rather than clutter the book with phrases like "SRD or MSRD," this book will use SRD to mean any rules document released by *Wizards of the Coast*.

OGL = *d20*. Doesn't it?

Something that annoys a significant minority of the open gaming crowd is the way that open gaming has become synonymous with the *d20 system*, despite it not being the only open system out there. Truthfully, OGL should not mean the *d20 System* or *Wizards'* license alone, but due to the dominance of *d20* and *Dungeons & Dragons* it is also a fact

that the majority of people buying books, if they even know what the OGL is, will assume that it means *d20*.

With the release of books like <u>OGL Cybernet</u>, <u>OGL Ancients</u> and <u>OGL Horror</u>, this attitude has been cemented into place and will likely prove unshakable into the near future.

➲ What Can I do with the Open Gaming License?

With the Open Gaming License you MAY:

- Produce supplementary material on monsters or character classes from the SRD.
- Introduce new feats, classes, skills and methods of applying many of the SRD rules.
- Create setting books for the major SRD releases.
- Use the system as presented in the SRDs to produce your games.
- Reproduce verbatim Open Game Content produced by other licensees.
- Include rules for experience and progression of a character, so long as they do not infringe *Wizards'* copyrighted material.
- Produce an entire book all in one volume that does not require the use of any other purchases.
- Include miniatures with your game.
- Modify and alter the rules and terms in any way you so wish.
- Publish rude, naughty, dangerous or other 'morally questionable' material.

➲ What Can't I do with the Open License?

With the Open Gaming License you MAY NOT:

- Use the *d20 System* Logo, reference any *Wizards'* product or core book, or reference any other trademarked term without explicit permission of the trademark owner.
- Indicate compatibility with *d20* in any direct fashion.
- Use *d20*'s popularity and size to its fullest extent to benefit your sales and marketing.
- Include *Wizards'* own rules for character generation. They are not Open Game Content.

- Use Product Identity contained in an OGL licensed work.
- Use the term *Dungeon Master*™. (It is a trademark of *Wizards of the Coast*.)

➲ What Can I do with the *d20* License?

With the *d20* License you MAY:

- Use the *d20* logo on your product.
- Produce supplementary material on monsters or character classes from the SRD.
- Introduce new feats, classes, skills and methods of applying many of the SRD rules.
- Create setting books for the major SRD releases.
- Reproduce verbatim Open Game Content produced by other licensees.
- Piggyback on the *d20* phenomenon.
- Gain access to a massive pre-existing audience.
- Use by-lines indicating compatibility.
- Reference the *Dungeons & Dragons* or *d20 Modern* core books within your work, to an extent.

➲ What Can't I do with the *d20* License?

With the *d20* License you MAY NOT:

- Include *any* rules for character generation or assigning or determining the effects of experience on a character.
- Alter any of the Defined Game Terms as stated in the *d20 System* Trademark Guide.
- Alter the *d20* logo in any way.
- Forget to include at least 5% Open Game Content.
- Fail to indicate compatibility with or requirement for *Wizards'* products.
- Fail to include the *d20* logo.
- Produce an 'interactive game' (computer game).
- Include miniatures with your game.
- Refer to or use the term 'core book', even in reference to the product itself.
- Publish anything that might fall afoul of the 'decency clause', e.g. anything naughty, risqué, gratuitously violent or otherwise 'questionable'.

- Use Product Identity contained in an OGL licensed work.
- Use the term *Dungeon Master™*. (It is not one of the licensed terms.)

➲ Deciding to Use the *d20* License

As mentioned at the beginning of this chapter, the assumption is that you want to create something based on the game system found in the SRD. That means you must use the OGL. Chapter 2 details how to use the OGL in a work that does not use the *d20* License. Chapter 3 details how to add compliance to the *d20* License to your product.

Since you must use the OGL, the decision you must make is whether you want or need the *d20* License. The marketing weight of the *d20 System* Logo is powerful. *d20* gamers by now think of *d20* products as being part of the gaming system they play, even if they do not know they are *d20* gamers.

For most supplementary material (new spells, classes, races, feats, monsters, etc.), using the *d20* License is an easy decision. In fact, unless you feel your product needs to include one of the things you cannot do with the *d20* License, you generally cannot go wrong going *d20*.

➲ OGL Only or *d20*?

Take this quick quiz to determine which direction is the best way for you to go.

Q: **Do you plan to include character creation or experience rules?**

A: This one is a deal breaker. If you intend your product to include the methods of generating characters or applying experience to them through the game, then you cannot use the *d20* License. Note that this restriction does not apply to character class information, just to ways of producing attributes, skills, feats and so on based on experience rather than a character class.

The restriction applies even if you are creating a multi-system book. It means you cannot include rules for generating characters in another system, nor can you include rules for converting characters between systems since that would still be generating a character.

If you are not going to include any such information then, on this point, you're safe to use the *d20* License.

Note that even under the OGL, rules for generating characters cannot be the same as those located within the Core books since the character creation methods have not been released as Open Content. *Wizards'* want people to buy the *Player's Guide*.

Q: **Do you want to produce an entire, complete rulebook for a game system?**

A: The *d20* License restricts the material you can put into your books. It is not possible to produce a complete, single-book resource that can be used as a stand-alone role-playing game under the *d20* License. Consider: do you need a full rulebook? Will people pay out for yet another copy of the rules, however they have been tweaked?

Q: **Do you want to change a lot of rules within your product?**

A: The *d20* License is best suited to supplementary material that adds to the mound of already-available works and ideas. If you are planning to offer alternatives or changes to the standard such as, say, overhauling the combat rules, providing alternatives in other areas, or even changing the system wholesale, the OGL may be a better bet for you. If you are supplementing, adding to or expanding on the role or abilities of one section of the game, the *d20* License could be a good fit.

Q: **Do you want to reference books by *Wizards of the Coast?***

A: If you wish to make such references, you will need to use the *d20* License. Bear in mind that you are only allowed to reference the core books and that you cannot refer to specific page numbers, which could become outdated by new releases.

Q: **Do you want to include figures (not cardboard counters) with your physical product?**

A: If you're going to include miniatures in what you are doing then the *d20* License is a no-no. Cardboard counters or fold ups appear to be acceptable.

Q: **Is this going to be electronic only or are you intending to publish a print version?**

A: Using the *d20* License exposes you to the possibility of a recall of your product if *WotC* believes you have failed to comply with all the license's terms. A printed product is difficult to recall and correct, while an electronic product is much easier to update and replace.

If you are going to print and believe your product may not follow the terms of the *d20* License strictly, it might be best to use the OGL instead.

Q: Does your project include nudity, sex, extreme violence, prejudice, disturbing subjects, drug use or other 'morally objectionable' material?

A: The 'decency clause' is very much open to interpretation and the line on what might be considered acceptable and what might not has not really been defined. Even if it were defined, since the *d20* License can be changed at any time and its changes are retroactive, something that is close to but not over the current line may run afoul of some future line.

If your material contains anything you feel might be unacceptable to others, you should probably go the OGL route rather than *d20*. If you're really unsure, you should be able to find some advice somewhere.

Q: Do you want to establish your own 'line'?

A: While it is possible to create a successful 'brand' of *d20* License supplements, you will then be tied to the *d20* and *D&D* brands. If you want to create a stronger, more independent brand with more of its own character and separate identity then the OGL may be your preference. Examples of alternate brands include Green Ronin Publishing's *M&M Superlink*™] and *Monte Cook's Arcana Unearthed*™. Both are OGL, but not *d20* License, systems.

Q: Do you believe your idea to be particularly strong and marketable?

A: The primary reason for using the *d20* logo is to piggyback on the popularity of and to gain access to the large, pre-existing *d20* market. A particularly strong brand, license or idea may not need that boost of publicity and should be able to successfully reach a market on its own strengths. The OGL has its own, lesser, amount of brand recognition and its chief advantage is giving access to a widely familiar system. Indeed, a strong and marketable idea might not need either of these advantages, and instead might benefit in the long term from using a different system or one designed specifically for that game.

Q: Do you want to reach a massive, pre-existing audience or carve one out of your own?

A: Choosing the *d20* License gives you a massive, existing market of people who will be able to instantly pick out your product as being useful with their games. The OGL also supports the same systems but lacks the same recognition. If you cannot afford a great deal in the way of marketing, tapping into this existing group is a good way to maximize exposure without spending a lot of money.

2 Producing an OGL-only Resource

So you have decided to create a work using the OGL. This section details what you need to know about creating such a work.

➲ What You Need

First things first; you need an idea. The idea should be something fresh, different, something that hasn't been produced over and over again. The strength of the Open Game License is in its unfettered freedom. There are ideas that can be easily seen to fruition under the Open Game License that would prove more difficult under the *d20* License. Coming up with the idea is the hard part. Fortunately, once you do, there is a relatively easy method of determining the originality of your idea: *www.RPGNow.com*. Go to the site; spend a few minutes poring over the various products for sale; perform some searches. You can also do a broader Internet search. If few or no similar products turn up, you've got a good start. Of course, if you don't find any products like the one you're contemplating, you should seriously consider why that is; perhaps there is no demand for such a product. In the final analysis, go with your gut.

Once you have your concept in hand you will need some legal resources in addition to any general resource material. First and foremost, you should have a copy of the OGL at hand. Before you even begin your particular project, you should read it carefully and understand it. However, it is helpful to have a copy handy to refer to as you undertake the various stages of publication. You will likely also need a copy of the System Reference Document (SRD), though you can rely solely on other Open Game Content (the SRD is included with this book, but always check for the most recent version).

Do not rely on the Core Books themselves! Although most of the material in the Core Books appears in the SRD, relying on the former can result in the inadvertent use of game material that does not appear in the latter. By way of example, the classic beholder is in the *Monster Manual*™ but is not in the SRD; if you use the beholder in your publication, you have violated the OGL. Do NOT rely on your recollections of things like what the 'core' *D&D* monsters are. Details will differ from the actual SRD content. Regarding monsters, for example: the drow elf is included in the SRD; the mundane carrion crawler is not. Be honest; did you know that before reading that sentence?

The SRD can be found at the official d20 homepage:
  http://www.wizards.com/default.asp?x=d20/article/srd35

Things You cannot Use

Do not use the *Player's Handbook*, *Dungeon Master's Guide*, or *Monster Manual* as reference manuals while you're creating your material. There are some substantial differences between what is in those books and what is in the SRD documents. Likewise the SRD contains material from other *Wizards of the Coast* products and you should not refer to those books when using that material. In fact, if you open just about any *Wizards of the Coast* role-playing book that does not contain a copy of the OGL, you will find the following text on or near the title page: "This Wizards of the Coast game product contains no Open Game Content."

The general rules to follow are these:

• Do not use the names of any *D&D*-specific deities. Be careful about your implementations of classical gods as well; though they are public property, particular interpretations or rules might cause problems. You could not imitate *Marvel's The Mighty Thor* for example, though your own interpretation of Thor would be fine. Fictional gods from other game sources should be completely avoided unless declared OGL.

• Do not use the named versions of spells. Bigby's *Crushing Hand*, for example, does not use that name in the SRD. You find the spell listed alphabetically in the C's, as Crushing Hand. All the other 'named' spells are treated similarly although their effects remain available. Be sure to use the terms given in the SRD.

- Not every monster is Open Game Content. Illithids and Beholders, for example, are retained by *Wizards* as their own copyrighted material. Theoretically there is nothing to stop you from including psychic, brain-eating squid-faces or floating eye-monsters but this is another area in which you should be particularly careful. Before you use a monster, make sure you can find it in the SRD. This will save you a lot of headaches later.

- If you insist on using the *Player's Handbook* or other *WotC* Core Books for reference, be doubly careful about what you include and be sure to cross reference with the SRD later on. We heartily recommend that you work entirely from the SRD.

Putting It Together

Give some thought to the organization and length of the content. A good outline or even something as simple as a list of chapters will ensure you stay on target. You will need to either write your material yourself or hire a writer or group of writers to do so. If going the latter route, writers can be found on various freelancing message boards. Payment is usually on a per-word or flat fee basis and can vary widely depending on the nature of the project and the experience of the writer.

Writers' rates will usually hover around 2-3 cents per word under normal circumstances. Some will sacrifice a bit from their usual rate for PDF publishers and some might accept a flat fee or a proportion of the sales profits in lieu of per-word fee.

Most freelancers are open to negotiation on such things and, you may be able to come up with various ways to compromise on the fee. Ideas might include: future work, retained rights, providing website links, the right to independently produce supplements for your game and so on. Some type of agreement in writing is important, to spell out the details, even if they are simple.

Art is an important part of any project. While not essential, an e-publication without art can appear amateurish and likely will have weaker sales. In general, having some art is worth the investment. However, there is a widely-held opinion that having poor-quality art is even worse than having no art at all. Most artists charge based on the size and number of the illustrations. The more experienced and well-known the artist, the more he or she can charge. Obviously, black and white art costs less than color art. A high-profile illustrator can charge thousands of dollars for a single color piece. Fortunately, there are many new illustrators looking to make a name for themselves, who charge significantly lower rates. With a little leg-work, you can locate quality artwork at a reasonable price.

When working with artists, you should also always use a written contract.

From locating the artists through completing the final illustrations, the process can span several months. Accordingly, you need to plan ahead to avoid delay in the publication of your product.

Amateur or upcoming artists may charge as little as $100 for a full-page color piece, if you are lucky. Artists with time to fill may charge less per piece if you're providing a lot of work at the same time. Artists seem to be even more open to negotiation on matters such as resale rights and web links than writers and you can get some really good deals provided you don't mind them reusing or reselling their work.

Clipart can be bought from some artist groups for reasonably modest sums. While these pieces may appear in many works, they are often well done and can provide an inexpensive alternative for products with low budgets.

Any product other than the purely artistic (such as fiction) should be playtested. For best results, such playtesting should be performed by someone other than the person who wrote it. Locating playtesters can be surprisingly difficult. Two excellent places to locate playtesters are forums and local game stores. Many forums (ENWorld.org, RPGnet, etc.) have specific boards for soliciting playtesters. Additionally, posting a flyer at your local game store can net some success. Once you have your playtesters, you should send them a non-disclosure agreement (NDA) to sign and return before any material is sent to them. NDA's are a good idea but are not essential. Frankly, any breach of such an agreement will likely leave the producer with little recourse. However, it can lend the transaction an air of formality that has its own benefits; the playtester will know to take things seriously. Send the playtester copies of all material you want them to review and give them a specified deadline to return their playtest notes. Most playtesters are not paid. They receive a credit line in the finished product and a free copy.

Once you have your written material and artwork you need to put it all together. Again, this can be accomplished in-house with a variety of possible software packages, or by a freelancer. Most freelancers are paid by the page or the project

Finally, once the product is put together, you need to publish it. You can refer to RPGNow's Vendor's Guide for additional information. It is available at:

http://www.rpgnow.com/RPGNow_Vendor_Guide.pdf

What if I'm not Producing an RPG?

Traditional book supplements are not the only sorts of products that can be, or have been, released under the Open Game or *d20* Licenses. Several sets of software have been developed to help Game Masters run their games. Other products such as map tiles and even art books have been put out under the Open Game License, with their content designated as open.

All the usual rules apply to these products. This means, for example, that one cannot produce a character generator based on the SRD under either version of the license. If the *d20* tag is affixed to a piece of software, the program needs to comply not only with all the Open Gaming specifications but also with the specific conditions of the *d20* license.

There are particular complications in developing software, especially under the *d20* License. To clarify matters, *Wizards of the Coast* developed a separate Software FAQ, which is available on-line at:

http://www.wizards.com/default.asp?x=d20/oglfaq/20040123i

➲ What the Open Game License Means

You *must* include a copy of the OGL in your book, conventionally in the front or the back. It must be legible (in a reasonable font and text size) and cannot be altered from the original text, which can be found at:

http://www.wizards.com/d20/files/OGLv1.0a.rtf

The following is a paragraph-by-paragraph explanation, in laymen's terms, of the Open Game License. The license text appears on the left, the explanatory text on the right.

➡

OPEN GAME LICENSE Version 1.0a

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1. This section presents the definitions for the rest of the license. The definitions are not merely semantic and are important for understanding how the license works.

'**Contributors**' includes *Wizards of the Coast* and anyone else publishing under the OGL, including you once you publish a product under the OGL. However, the definition is broader than that. It includes anyone who 'contributes' Open Game Content. So, if you put a new feat on your website along with a copy of the license, you are a contributor even if you never formally publish anything.

'**Derivative Material**' is copyrighted material or anything based on copyrighted material. The definition is quite broad. 'Anything' means 'anything'.

'**Distribute**' means giving it to someone else in any possible way. This includes posting it on your website or even handing it out to the players in your group.

'**Open Game Content**' basically means any content that is not Product Identity. As seen below, producers are required to identify which parts of their content are Open Game Content and which are Product Identity. The OGL suggests that, generally, OGC is limited to mechanics, but that is not necessarily the case. You must evaluate this on a case-by-case basis.

'**Product Identity**' basically means any content that is not Open Game Content. The OGL suggests that, generally, logos, proper names, and the like are Product Identity, but that is not necessarily the case. Again, you must evaluate this on a case-by-case basis. Product Identity is discussed in greater detail below.

'**Trademark**' is defined above and beyond the typical legal definition to those items–such as logos and names–that identify the Contributor.

'**Use**' is broadly defined. The definition is relevant to the effect of Paragraph 3, below.

'**You**' / '**Your**' means, well, you.

2. The License: This License applies to any Open Game Content that contains a notice indicating that the Open Game Content may only be Used under and in terms of this License. You must affix such a notice to any Open Game Content that you Use. No terms may be added to or subtracted from this License except as described by the License itself. No other terms or conditions may be applied to any Open Game Content distributed using this License.

3. Offer and Acceptance: By Using the Open Game Content You indicate Your acceptance of the terms of this License.

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7. Use of Product Identity: You agree not to Use any Product Identity, including as an indication as to compatibility, except as expressly licensed in another, independent Agreement with the owner of each element of that Product Identity. You agree not to indicate compatibility or co-adaptability with any Trademark or Registered Trademark in conjunction with a work containing Open Game Content except as expressly licensed in another, independent Agreement with the owner of such Trademark or Registered Trademark. The use of any Product Identity in Open Game Content does not constitute a challenge to the ownership of that Product Identity. The owner of any Product Identity used in Open Game Content shall retain all rights, title and interest in and to that Product Identity.

2. You have to include a copy of the license every time you use Open Game Content. You must include it exactly as it appears; you cannot change the terms in any way. You cannot place your own restrictions above those provided for in the license. So, for example, you cannot publish Open Game Content and add a restriction that it cannot be used in adventure modules. (See also Paragraph 10 below.)

3. By 'using' Open Game Content, you are binding yourself to the terms of the OGL. Remember, 'using' is broadly defined.

4. Anyone who uses Open Game Content is automatically allowing you to use theirs. As you can see, there are no restrictions on the nature of the license. But, see Paragraph 13.

5. You can't 'contribute' material that's not yours. By contributing, you are representing to everyone who might use your material that it is, in fact, yours.

6. The Copyright Notice is commonly referred to as 'Section 15' (see below). You must include the copyright line for all sources of Open Game Content that you use. You must include the title, date, and author name for all sources. You must include the full text of the Section 15 of each publication, even if it includes references to materials not related to the specific Open Game Content used by you. Usually, your Section 15 should also include the System Reference Document; don't forget it! When referencing the SRD, the entry should look like it does in the legal.rtf of the SRD you are using. Also remember to include a copyright notice for 'any original Open Game Content'—in other words, yours!

7. You may NOT use anyone else's Product Identity. You cannot even use it to 'show compatibility.' The most common example of this is that you cannot say your product is a '*d20*' product. (In order to do so, you must follow the *d20* License, which is discussed elsewhere.) You cannot, for example, say that your new adventure would fit perfectly in a *Monte Cook's Arcana Unearthed* campaign, without separate permission from them. If you do use Product Identity by accident, it doesn't impact the rights of the owner of the Product Identity, though if you become aware of the problem, you'll have to rectify it immediately or face potential legal problems. (See Paragraph 13.)

8. Identification: If you distribute Open Game Content You must clearly indicate which portions of the work that you are distributing are Open Game Content.

9. Updating the License: Wizards or its designated Agents may publish updated versions of this License. You may use any authorized version of this License to copy, modify and distribute any Open Game Content originally distributed under any version of this License.

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11. Use of Contributor Credits: You may not market or advertise the Open Game Content using the name of any Contributor unless You have written permission from the Contributor to do so.

12. Inability to Comply: If it is impossible for You to comply with any of the terms of this License with respect to some or all of the Open Game Content due to statute, judicial order, or governmental regulation then You may not Use any Open Game Material so affected.

8. Usually this information is included in the legal section of the book. There are two accepted ways of identifying your Open Game Content. First, you can simply list it. For example: 'All of the content contained in Chapters 2, 3, 4, and 7 is Open Game Content.' Second, you can use some identifying feature, such as font or box-outs. For example: 'All material in blue-framed boxes is Open Game Content.' In either case, you should make the description clear enough to avoid confusion. Some publishers have taken 'heat' for vague identification sections; some have even claimed that those publishers are intentionally vague to dissuade people from using the content at all. This is not a good practice. A reasonable argument could be made that any vagueness should be construed against you, and you might end up having material deemed to be Open Game Content that you never intended. This issue will be discussed in more detail below.

9. You can use any 'authorized' version of the OGL. It's not clear what they mean by authorized, but this suggests that you need *not* use the most recent version of the license. Compare this with the *d20* license, which specifically requires that you use the most recent version.

10. The important detail is that the license must be included with each copy of your product. This suggests, for example, that you must include a full copy with a web enhancement for another product. Even though you included the OGL with the original product, you must include a copy of the OGL with your web enhancement too. (See also Paragraph 2 above.)

11. This is similar to Paragraph 7 above. You cannot say, for example, that your product uses material from *Monte Cook's Arcana Unearthed*, unless you get separate permission from him to do so. (This restriction does not apply to the required copyright notices in Section 15.)

12. This is a typical, legal 'catch-all' clause that preserves the validity of the OGL, even if some law may otherwise prohibit it. If, for example, you are in the (imaginary) state of North Chick, which prohibits the publication of material involving sorcery, you cannot use that material under the terms of the OGL. This provision is an effort to shield the OGL itself from an attack based upon the material produced under it.

13. Termination: This License will terminate automatically if You fail to comply with all terms herein and fail to cure such breach within 30 days of becoming aware of the breach. All sublicenses shall survive the termination of this License.

14. Reformation: If any provision of this License is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable.

15. COPYRIGHT NOTICE
Open Game License v 1.0 Copyright 2000, Wizards of the Coast, Inc.

13. This is a fairly forgiving termination clause. The only way your right to use the license is terminated is if you do not correct any problems within 30 days of becoming aware of them. Generally, this will be a third-party advising you of the problem, e.g., using their Product Identity. Actually curing the breach, while a potential thorny issue for 'traditional' publishers, is relatively easy for an e-publisher. Correct the offending material, and upload a new version. You are not required to 'destroy copies' or even post a public notice or apology.

The last sentence means that someone using your Open Game Content is not considered to have breached the OGL even if your rights under it are terminated.

14. Another typical contract clause, which is self-explanatory. If there's a legal problem with part of the license, you don't throw the baby out with the bathwater.

15. This is the infamous 'Section 15.' This is where you must add the proper credits for any other sources whose Open Game Content you use. In general, you should include every entry from every Section 15 found in all of your source material. Duplicate entries need not be included twice. Don't forget the SRD. And don't forget your own copyright notice! Most publishers include their notice as the last entry, though some include the current product right after the SRD.

➦ What is Product Identity?

Based on the definition in section 1, just about anything and everything can be Product Identity. The purpose of Product Identity is to prevent people from using the fluff that you feel you need to protect. Ultimately, the OGL is a license to share. Product Identity is a way to set up boundaries within Open Game Content. For example, a stat block is most definitely OGC. It is full of derived material from the SRD. But the first part of the stat block is the name of the NPC. A named NPC might be something you need to protect. By declaring that NPC's name as Product Identity, the name is no longer part of the Open Game Content. This makes it possible to say things like "Chapter 7 is OGC." instead of "Chapter 7 is OGC except for the following terms…"

Some publishers like to be overly broad with their declaration of Product Identity. They will restate the definition of Product Identity and declare that all such things in their product are Product Identity. The problem with this is that it is very vague. Themes can be Product Identity. Since they have declared all themes within the work as Product Identity how do you know what is a 'theme' and what is not? Because theme is such a vague term to start with, this form of declaration of Product Identity is next to worthless.

Other broad statement are a bit more legitimate: "All proper names are Product Identity." This protects that named NPC described above, too. But, just because you invented some knight named Goregl in order to give an example of some strange feat does not mean that Goregl is intellectual property that you should protect. You certainly *can* protect him; perhaps you plan to release novels involving the life and times of Sir Goregl. The point here is that by being overly broad you may be protecting more than you intend.

Specific lists of Product Identity are the least vague. "The following are declared Product Identity as defined in the OGL: Sir Goregl, Francis the singing turtle, and El Minster." Most such lists will also include the name of the product, the company name and sometimes even the authors' names if their names might appear in an area declared Open Game Content.

➦ Identifying Open Game Content

When you read the license, it seems so simple to identify your Open Game Content. As mentioned above, this is one of the major things that new (and some old) publishers get wrong. There is no single correct way to identify your content but there are a few best practices. One open advocate suggests that you should be able to hand your book to an eight year old and ask him to read your PI and OGC declarations and then take a highlighter and mark all the OGC in your book. If the hypothetical eight year old would have trouble doing this, then perhaps you have not 'clearly identified' the Open Game Content in your work, as required by the license.

Ways to identify your Open Game Content include:

• Putting all of your Open Game Content in specific chapters of your work

• Typesetting all of your Open Game Content in a certain font or putting it into stylized boxes

• At the bottom (or top) of each page, include text saying "This page is OGC." or "This page contains no OGC."

• Declaring the whole work Open Game Content

Vague and hard to understand declarations of OGC tend to include language like "All material derived from other OGC is OGC." This requires the reader to be aware of all existing Open Game Content and to be able to see where you have derived material from it.

When you are constructing your Open Game Content identification clauses, you should remember to exclude artwork from the OGC since you probably don't have permission to open the artwork from the artist. Some publishers will specify "the text in Chapter…" in order to avoid artwork and other graphics from being included in the OGC declaration.

Finally, many publishers include the OGC and PI declarations near the title page along with the normal legal text found in books. Others put the OGC and PI declarations near the OGL license itself. No matter which method you choose, please put the OGC and PI declaration on the same page as each other.

➦ Using Someone Else's Open Game Content

There is no single right way to do this, but there are several wrong ways. The following checklist should help you get it right but it is by no means exhaustive:

• As soon as you reference the other OGC, update your Section 15 immediately with anything in that work's Section 15. Making a note to do this at some future date is just asking that to be the note your cat eats.

• Verify that what you are referencing is indeed OGC. If the source is vague, send the publisher an e-mail asking for

clarification. If you never get clarification, don't use the material. Also, check the book's legal statements to see if the publisher had special permission to use the material.

- Consider retyping the material into your book. While the OGL allows you to copy/paste material from other OGC sources, by retyping the material, you match the material to the voice of your product.

- If you do copy/paste the material, verify that the parts you are pasting are all OGC and that no PI has piggybacked into your work.

One other practice that has developed among some OGC publishers is giving notice to the original publisher of OGC they reuse. This is in NO WAY required by the OGL. Consider it a common courtesy, especially when large portions of the original work are being reused. Some publishers also like to attribute reused OGC back to the original owner, something the OGL does not allow since most book titles and company names are considered Product Identity under the OGL. In that situation, you would need to contact the publisher for permission to use the company's PI. Using courtesy with other publishers promotes professionalism and good will within the industry, which is not so big that we can afford to take each other for granted.

One other note: Some buyers are turned off by large duplications of existing Open Game Content. For the person who has the original source, it is a waste of space but for the person who does not, it is new content. Finding a balance here is difficult and there is no single right answer.

➲ Marketing & Identification

When marketing your OGL publication, the restrictions are simpler and more absolute. Your ad copy is not governed *by the specific constraints contained in the d20 license, but* you are still required to adhere to general copyright law. In short, you **cannot** use anyone else's personal names, logos, trademarks, trade dress, or copyrighted names or terms. So, you **cannot** use, say, or do any of the following:

- "*OGL Widgets* can be used in any *D&D* Campaign."

- "*OGL Widgets* will fit perfectly in any campaign using Monte Cook's system."

- "*OGL Widgets* is like a return to the glory days of *Greyhawk™*."

- Make the *OGL Widgets* logo look like the *d20* logo or the *Dungeons & Dragons* logo.

- Make the *OGL Widgets* cover look like the cover of a book from *Wizards of the Coast*, i.e., a bejeweled tome, using similar font, etc.

On the other hand, you can employ clever ad copy to get your point across, without running afoul of the restrictions. You can use or do any of the following:

- "*OGL Widgets* can be used in any Fantasy Gaming System."

- "*OGL Widgets* uses a standard 20-sided die for most mechanics."

- "*OGL Widgets* lets characters explore mysterious dungeons and fight fearsome dragons."

- "*OGL Widgets* works with any 3rd Edition material."

- Make the OGL Widgets cover look like a musty tome, using a different look and font than a typical *Wizards of the Coast* product.

➲ Gamers Are Not Developers

As a publisher, it is vitally important that you understand the differences between the two licenses. However, while you are required to acknowledge the distinction, gamers are not. Among some gaming customers, there is a sense of transparency, and many will not make the distinction between products made under each of them.

This transparency is fueled by products that are quite similar to *d20* License products but are not, in fact, produced under it. Some popular examples of this phenomenon are Green Ronin Publishing's hit *Mutants & Masterminds™* and Mongoose Publishing's full line of OGL Core books, such as OGL Cybernet and OGL Horror. The more high-profile OGL products that hit the market, the more likely the line between OGL products and *d20* products will become blurred. This is a trend that bears watching.

3 Producing a *d20* Resource

D20 System Unit Sales 2003-2004

Category	2003	2004
Campaign Books:	3%	3%
High Level Adventures:	5%	4%
Low Level Adventures:	6%	5%
Creature Books:	7%	5%
City Books:	12%	8%
Spell Books:	14%	10%
Race/Class Books:	21%	13%
Source Books:	32%	26%
Equipment/Treasure:	NA%	6%
D20 Modern:	NA%	13%
D20 SciFi:	NA%	7%
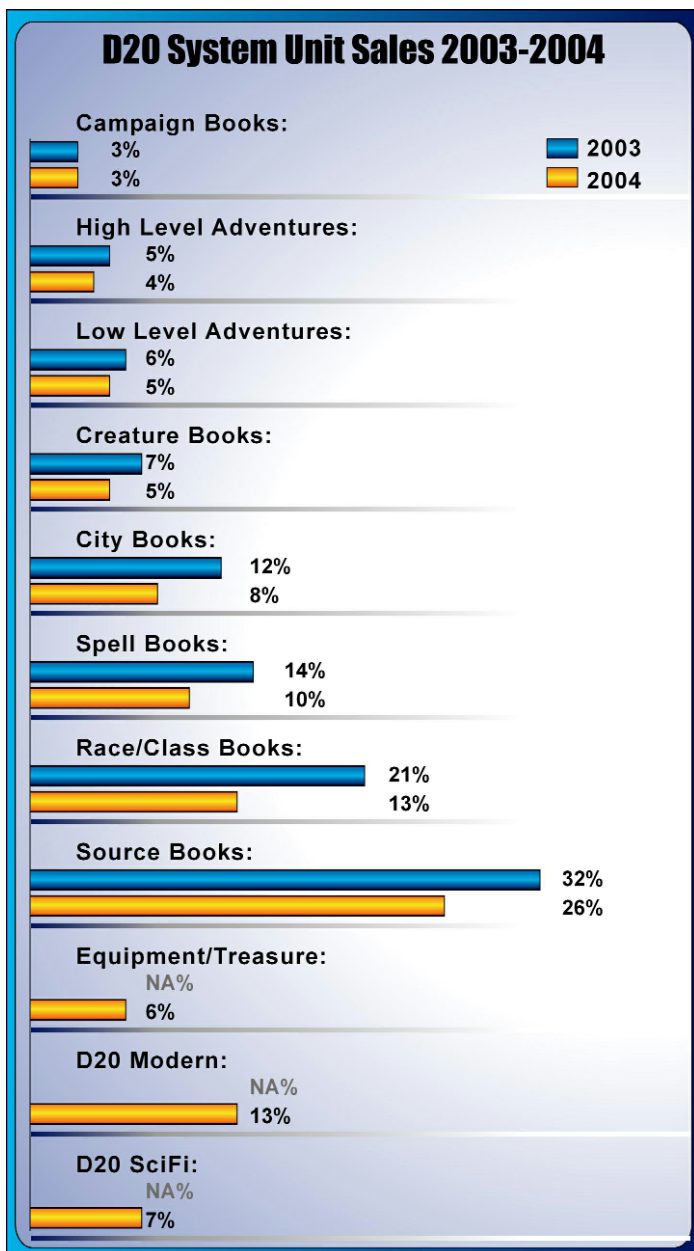
Because each d20 resource must also comply with the Open Game License, the process for publishing the former necessarily entails all of the considerations of the latter. The entire previous chapter applies to producing works under the d20 License. The principal differences are the additional restrictions imposed by the d20 License and the marketing benefits afforded by it. As with any OGL product, you should have a copy of the OGL at hand. However, you should also have a copy of the d20 License and d20 System Guide, to review these additional requirements during the publication process.

➲ What the d*20 System* Trademark License Means

The following is a paragraph-by-paragraph explanation, in laymen's terms, of the d20 System License. The license text appears on the left, the explanatory text on the right. The original text is available on-line at:

www.wizards.com/d20

The D20 System Trademark License version 6.0

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If You fail to comply with the Effects of Termination, Wizards of the Coast may, at its option, pursue litigation, for which You shall be responsible for all legal costs, against You to the full extent of the law for breach of contract, copyright and trademark infringement, damages and any other remedy available.

5. You should file a Confirmation Card. It takes two seconds and means the difference between getting a chance at fixing any mistakes you might have made and not getting that chance. This is also one area where an e-publisher has a huge advantage over a print publisher; correcting the offending material is a relatively simple matter.

6. This is what happens if you don't obey the terms of the license. In the e-publishing realm, this means you must stop selling any products with the *d20* logo and instruct anyone else, such as RPGNow, to stop selling them as well. You are also supposed to destroy any copies you have in your possession, and notify your customers to do the same. Whether they do or not is up to them.

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10. If your information changes, send in a new Confirmation Card; this includes your e-mail address.

11. If you're sending something official, send it to the address in this section.

12. This section is also straightforward. All they do is provide the logos; the rest is up to you.

13. This is standard contract language. Wondering why it's in all caps? It's because some states require it to be in all caps to be effective. If there's anything wrong with the logos, it's not their problem.

* Decency Clause

   The 'decency clause' was a later addition to the license as, with several more 'adult' titles coming out, there was perhaps some concern that WotC and therefore Hasbro®'s 'family' image might be harmed by such materials. If you want to be absolutely safe, or are considering a truly adult product, then using only the OGL is probably a safer, better idea.

➲ The *d20 System* Trademark Guide

The Trademark Guide is incorporated into the License in Section 1. Therefore, it is just as important to be aware of and to understand what's contained in it as what is in the License itself. It is also available on-line at

www.wizards.com/d20

The following is a section-by-section explanation, in laymen's terms, of the Guide. Due to the length of the various sections, only the section title is provided, rather than the full text. Sections not discussed below are self-explanatory. The section title appears in italics; the explanatory text in regular font.

Rights Licensed
Identifies the various properties licensed.

General Definitions
Some important ones include: 'Core Book,' because you can't use it on your products; and 'Covered Product,' because it indicates what is governed by the license, which is pretty much everything.

Defined Game Terms
Identifies and defines many of the common terms used in the game. *This is very important.* One of the most commonly violated provisions of the license is the restriction on expanding or changing the definition of these terms. For example, the Guide offers a very specific definition of 'alignment.' Creating a product that offered a third alignment axis would violate the *d20* License. A periodic review of these terms is recommended.

Definition of Character Creation / Definition of Applying the Effects of Experience to a Character
The definitions are explanatory. A *d20* product *cannot* include these processes *at all*. If your product relies on presenting this kind of material, you should be releasing it as an OGL product only; this is a drop-dead issue.

Quality Standards
As discussed above, the standards for violence and gore, sexual themes, and prejudice are clearly defined in the Guide. Obviously, you should follow these standards. However, you should keep in mind that the Guide expressly indicates that the standards are not limited to the definitions presented. Unfortunately, there is little you can do beyond using your best judgment.

Mandatory Restrictions
This section lists all of the restrictions of a *d20* publication. Character creation and applying experience are absolutely barred. The Defined Game Terms cannot be changed or extended. Your product cannot have miniatures (though paper counters are permitted). You cannot use the term 'Core Book' or anything similar. You cannot make an 'Interactive Game' (essentially a computer game). There is nothing preventing you from publishing such items under the OGL.

Mandatory Requirements
This section lists all of the requirements of a *d20* publication. It must comply with the Quality Standards. It must include a minimum (5%) of Open Game Content and comply with the Open Game License. It must display the *d20* logo and include specified text in the work.

Trademark Use in Marketing
This section allows you to use the logo when marketing your product but, if so employed, requires the use of specified accompanying text.

Mandatory Trademark Use
This section provides the specific text you must include on the cover. You may put it on the front cover or back cover. (Most put it on the back cover). If your product does not have covers, it should be included on the title page. 'Cover' and 'title page' are not defined in the license. Additional trademark notice text is also required but may be included anywhere within the work.

Electronic publications may not have covers as such, but they will have some page that serves the purpose, such as the page with the product title and copyright information. That would be an appropriate place for the mandatory text.

Text Block Usage Requirements
Describes the format in which the required text must appear. In short, it must be legible; the font must be between 10 and 12-point.

d20 System Trademark Logo Usage Requirements
Describes the how the logo itself must appear. Again, it must be legible; it may not be smaller than one-half inch in height.

Citations of other Wizards of the Coast products in Covered Works
Identifies the way you can refer to other books. For example, you can refer to the *Player's Handbook* or PHB, but you can only use DMG when referring to the *Dungeon Master's Guide*. You are not allowed to refer to specific page numbers. Instead, you should refer to section titles or headings.

References to the Game System

No, you can't call your product a *Dungeons & Dragons* supplement–or even use *D&D*. Your options are: '*d20 System* game', 'fantasy *d20 System* game', or 'modern *d20 System* game'. This is another one that frequently trips up publishers.

Restricted Trademark Use

You may only use *WotC*'s trademarked material in the manner they permit in the License and Guide.

⮂ What You Can and Can't Change

When producing a *d20* resource, you cannot make any change to any of the 'Defined Game Terms' enumerated in the *d20 System* Guide. You are permitted to make changes to any other game rules that are Open Game Content. For example, you could create a core class called a 'rogue' that has entirely different game mechanics than the 'rogue' presented in the PHB or a spell called 'magic missile' that has a different effect. Of course, such a technique would likely cause confusion to the reader and should be used only after careful consideration.

You cannot include other companies' Product Identity in your publication. However, you can include additional, new material that is neither Product Identity nor previously released as Open Game Content, i.e., original content! Product Identity that is appropriately modified to constitute original content can be a way of utilizing material that would not otherwise be permitted. For example, you could write up an NPC and list 'Ten's transformation' as one of his spells, or your adventure module could include 'tentacled brain-suckers.' It is important to keep in mind that, when using this method, you cannot use the mechanics associated with the spell, creature, or other item, as they are not part of the Open Game Content either. The value of using this method is up to you to determine.

Exploiting Loopholes in the *d20* License

So, you think you found a way to include something—something forbidden by the spirit of the *d20* License but not specifically by its wording—and still get away with using the license? Well, don't do it. Unlike the OGL, *Wizards of the Coast* can make changes to the *d20* License at any time. Also unlike the OGL, changes made to the *d20* License are retroactive.

The object of the *d20* License is to increase the number of role-playing supplements that use the *d20 System*. Doing this increases the number of players of the *d20 System*. Increasing the number of players increases the number of potential buyers of *Wizards of the Coast* products. Anything that interferes with this is counterproductive to *Wizards*' licensing strategy. Thus if you find a way to include the logo without furthering the *d20 System* brand, Wizards will change the license to force you out of the license.

Wizards of the Coast has done this before. The restriction on miniatures was not in the original *d20* License. It was added when *Chainmail* was first released. Likewise, the restriction on calling your product a Core Book was added after the first release of the License. This was most likely in reaction to one early *d20* product that labeled itself Core Rulebook IV.

Take this warning seriously. If you force a change to the *d20* License, you not only annoy *Wizards of the Coast*, you also annoy all the other *d20* publishers who then have to check compliance of all their existing and future products against whatever changes are made. This is not a good way to make friends in the industry.

⮂ Drawbacks

The principal drawback of producing a *d20* resource is in the limitation of what material you can and cannot include. The concept behind the license is that the consumer will know the work follows an established set of rules. The natural corollary to this is that you must use the rules as they are established. As described above, you cannot change any of the 'Defined Game Terms', and you cannot include rules for character creation or applying the effects of experience.

⮂ Marketing & Identification

When marketing your publication, be sure to market it as a *d20* publication, by referencing the '*d20 System* game' specifically and/or using the *d20* logo. Indeed, your ability to market it in this way is the very reason to create a product under the terms of the *d20* license as opposed to solely under the Open Game License. However, there are restrictions on how you market your product in this way. What you may/may not/must do:

- *May not* use the term 'Core Book' or 'Core' with any synonym of 'Book'

- *May not* alter the color, typography or design of the *d20 System* Logo, allow it to be overprinted by another graphic, or reproduce smaller than one-half inch in height

- *May not* reference other *WotC* products other than in the format in 'Citations of other *Wizards of the Coast* products in Covered Works', found in the *d20 System* Guide

- *May not* use the terms: *Dungeons & Dragons*, *d20 Modern*, *Urban Arcana*, *d20 System*, *Player's Handbook*, *Wizards of the Coast*, or any other trademark except as otherwise provided

- *Do not* need to include a copy of the *d20* License or Guide in a covered product. Don't do it. It is just a waste of space since it is not required.

- *Must* include the following text if using the Logo: " '*d20 System*' and the *d20 System* logo are trademarks of *Wizards of the Coast, Inc.* in the Untied States and other countries and are used with permission." (trademark ownership statement)

- *Must* include trademark ownership statement if using language from 'Mandatory Trademark Use'

- *Must* use reasonably legible font and color, in the same font, color, and size as surrounding text, no smaller than 10-point, no larger than 12-point for all required text blocks

- *May* display the *d20 System* Logo

- *May* include language from 'Mandatory Trademark Use' in *d20 System* Guide, e.g., "Requires the use of the *Dungeons & Dragons Player's Handbook*, Third Edition, published by *Wizards of the Coast, Inc.*"

- *May* refer to the general game as '*d20 System* game,' 'fantasy *d20 System* game,' or 'modern *d20 System* game'

➲ Customization in Generic Systems

The *d20* License is far more restricting than the Open Gaming License but has the advantage of more market recognition, the ability to reference, indicate compatibility and to use the *d20 System* logos. Where it restricts more heavily is in the ability to include a complete all-in-one book or to tinker with the rules and defined terms as heavily as you might want to.

Your customization is, therefore, somewhat limited when it comes to altering rules to fit your setting or ideas for a game. If you find yourself too restricted, or constantly coming up against problems where you have to alter your ideas to fit the terms of the License, then you might wish to consider changing over and using only the Open Gaming License. The OGL is still the *d20 System*, however, and this system may not be truly suitable to all settings and all styles of play.

Generic systems have both advantages and disadvantages. On the one hand they are universal and many people know and accept the system, meaning that they only have to learn the specific changes inherent in your system rather than learning a whole new system from scratch. On the other hand, game-specific systems may fit the mood and style of the game a lot better and support the dramatic contentions and conventions of the setting. Pulp games should be fast paced and heroic, for example, while a gritty game set in the Vietnam War might benefit from a system that is far more deadly and realistic, simulating the grim and dangerous feel that is suited. Without wholesale changes, generic systems can rarely achieve this level of complete synergy between setting and rules as they make compromises and dilute rules to fit a more generic ideal where they can be serviceable for everything but excel at none.

While the *d20 System* is mutating and evolving, especially through the OGL movement, it is still based upon the first release, *Dungeons & Dragons*, an heroic fantasy setting with lots of 'wargame' crunch to the rules. Altering the rules to fit other premises well can be quite daunting, especially within the restrictions of the *d20* license.

Compromise is often detectable in games and, while you might achieve a larger market by going *d20*, you may also have to compromise the feel and unity of your product. It is worth considering developing your own proprietary system if you think it will support your game style more effectively. On the other hand the *d20 System* does have a massive market and dozens of customizations to suit many styles and using it will cut your system development time and costs down to almost nothing.

4 Other Licenses

➲ Action! System™

The *Action! System* (www.action-system.com) is probably the number two most-popular PDF publisher system after the *d20 System*. The *Action! System* is a more modern style of game rules with features such as merits and flaws already built into the system.

Action! System has a considerable catalogue of titles and developments under its belt, many of which steer towards the more 'realistic' and gritty end of the role-playing spectrum, though the system is very much a generic system suitable to many styles of play. The system itself is available for free as are some additions to it.

The other advantage of the *Action! System* is that it is released using the *WotC* Open Game License meaning that there is a lot of existing familiarity with the legal ins and outs of that license. This makes it easier for those with *d20*-OGL experience to make a transition to *Action! System* or to release books and supplements in tandem.

The *Action! System* also has a trademark license, similar to the *d20* trademark license, which allows the commercial publisher to include indications of compatibility with *Action! system* graphics and phrases on the covers of their products.

For foreign developers a real boon is the fact that the *Action! System* is available for download in at least six languages. In places where role-playing games can be hard to find in stores this offers a good opportunity to both get a system and produce home-grown material for it.

➲ Active Exploits™ Diceless Roleplaying

The second edition of Politically Incorrect Games' *Active Exploits* system (www.pigames.net), Take2 is an updated version of a universal, diceless, role-playing system. While diceless role-playing has never done amazingly well commer-cially, it can be seen with the *Amber* and the more recent *Marvel Super Heroes*™ offerings that it does have a niche market of people who put the 'role' before the 'roll' and may be a good choice for those seeking more artistic or story-oriented choices.

The *Active Exploits* system is conceived around the idea of 'effort'. That every person can exert themselves to complete tasks, varying the amount of effort they want to put into such things. In effect this creates a pool of points that can be used, split and manipulated in various ways to resolve tasks.

Basic, advanced and live-action rules are available along with various options to modify or increase the versatility of the system as well as setting-specific rules for vehicles, magic, the occult and martial arts.

The system is also supported supplementarily with a sampling of free and commercial setting books, plus *Politically Incorrect Games*' free collaborative site, where new material submitted by fans, and official updates and system conversions are released; this material may be read on screen, or saved in PDF format for printing or archival.

The system includes a distribution and expansion license that will allow you to freely distribute unmodified rules and free game settings but, if you want to make a commercial project based on the system you will have to contact *Politically Incorrect Games* for a simple consultation.

Impresa Express™, a rules-light 'dice' version of *Active Exploits*, is also available for free and includes a free commercial license. The full version of *Impresa* will be a modular and fully customizable system when completed.

➲ Dominion Rules

The *Dominion Rules* are a fairly complete set of fantasy oriented role-playing rules by *Dominion Games* (www.dominiongames.com), which cover all the usual ground of any generic fantasy game, albeit with a more serious attitude and style than many. There are no hit points, for example, but

rather a wound and injury system, and combat has an emphasis on the interplay of battle between the participants ending, usually, in ignoble defeat rather than death.

What makes the *Dominion* license and rules slightly different is that, if you publish pure setting material with no additional rules, you are allowed to retain the rights to what you publish rather than making it open to all. Should you include any rules, modifications or additions, including new creatures, then you have to release under the license version that allows for reuse of the work.

The *Dominion* site includes extensive explanations and assistance with their considerable license covering all the ins and outs of the possible complications and implications. *Dominion*'s license is large and complex but is also well explained and covers just about every conceivable circumstance surrounding licensing. The rules themselves would appear to suit a mildly heroic interpretation of historical events, with magic as an addition.

➲ EABA™

EABA is produced by *BTRC* (www.btrc.net). *EABA* is a multi-genre system whose streamlined rules straddle the line between perfectly realistic and dramatically heroic. It is broken into basic and advanced rules, with a lot of room to customize the level of detail, realism or heroism you want. It has all the sections you would expect in such a game, including introductory material for new role-players, gamemastering and playing tips (punctuated by quotes from other game designers), a paranormal powers section, and so on, but like *GURPS®*, the main rules have no game world attached.

The *EABA* open license is bundled with the EABA role-playing system. It is called an 'open supplement license' (or OSL), but it serves the same purposes as the OGL. Under the only slightly dense legalese in the two page document, the intent and wording of the *EABA* license is that if you have bought the game, you can publish anything you want for the system. The only restrictions are:

• You have to include a copy of the license and certain boilerplate text in your work

• You need to send *BTRC* a copy of the final work, and…

• The supplement must require the main *EABA* rules to be used. The last point covers most of the things the *d20* License does. For instance, you can expand on character creation or combat rules, but cannot include rules that would let players design characters or run combats without the main rules in hand.

A nice feature about the *EABA* OSL is the support available. *BTRC* is available for free consulting on rules and formatting issues regarding third-party *EABA* products. *BTRC* has also made available Quark Xpress and Photoshop templates to create pages with the same look and feel as the main *EABA* rules, and the license allows you to reproduce various *EABA* reference sheets as needed.

BTRC has published several *EABA* supplements of its own, and at least two third-party products have been released under the *EABA* OSL. *EABA* is available as both PDF download and print on demand from RPGnow.com and as a PDF download from Hyperbooks.com.

➲ Four Colours Alfresco

Four Colours Alfresco (http://woodelf.dyndns.org/alfresco/) is an unusual system and setting, designed for playing Pulp style characters (The Shadow, Doc Savage) but within a renaissance environment. While the setting itself is fascinating, and one can draw parallels between the technological advances of the early 20th century and the Renaissance, the rules themselves could easily be adapted for traditional or more modern Pulp style action, low powered superheroes or similar styles.

A particularly interesting aspect of the game is its use of comic book terms such as page or panel and the use of these to denote the passage of time within the game. This is very much suited to the conversion of comic licenses or recreating the feel of such titles within the game structure.

Four Colours Alfresco was originally released under the October Open Game License which has since been deprecated in favor of the Creative Commons Attribution ShareAlike license, version 1.0. The *Four Colours Alfresco* website has links to both these licenses. Both are very open licenses that cover almost as much as the *Dominion* license though they are not quite so well explained.

➲ FUDGE

FUDGE (www.greyghostgames.com) has been around quite a long time and is an extremely customizable system, right down to the statistics and methods of play that can be used. (For example you could do away with statistic entirely and work entirely on skills.) This extreme customization makes it a little hard to define the system in any one particular way or for supplements and materials to be, necessarily, compatible. This circumstance, along with the use of a slightly obscure dice/dice mechanic, has probably held it back

somewhat. Nonetheless it has quite a lot of adherents. The sheer level of customization can make it very appealing, giving it the ability to almost be an entirely new game each time the system is altered while also having some limited 'brand recognition'.

Grey Ghost Games now has the rights to the system and are in the process of finalizing licensing terms and conditions. In the meantime you can publish free material for *FUDGE*, but if you want to produce any commercial material you will have to talk to *Grey Ghost Games*.

⮑ M&M Superlink™

The *Mutants & Masterminds™* system is published under the OGL. The OGL prohibits claiming compatibility with trademarks like "*Mutants & Masterminds*", so Green Ronin (the trademark holder) has set up a separate system to allow *M&M*-compatible material to be released. You basically need to email them with a short description of the project so they can make sure you aren't violating the OGL or their protected content. When you're about done, send them a pdf file of the project so they can confirm this. If it all passes specifications, you get the legal boilerplate and a high-res logo you can use in your document. Full details of the license are at:

http://www.mutantsandmasterminds.com/superlink/000080.php

⮑ PlainLabel Game System™

The *PlainLabel Game System™* from Microtactix (www.microtactix.com) is an open license and trademark license system, with the attendant requirements and graphics to allow you to indicate compatibility. It is available for free or commercial projects and, while you may not copy or modify the core material in your works, you can refer to it and create rules expansions, world books and adventures.

PlainLabel is another attempt to create a simple and versatile generic system and it does cover a lot of ground, from standard tabletop play to miniatures wargaming rules. It is oriented towards entry-level game play, with speed and simplicity being emphasized over number crunching and record keeping.

⮑ YAGS (Yet Another Game System)

YAGS (www.bifrost.demon.co.uk/games/yags/) is a skill-based system utilizing a d20 but using attribute multiplied by skill as the base. Unlike many generic systems, *YAGS* doesn't necessarily seek to do everything all at once but is designed more as a 'plug and play' system with different, modular sections of rules plugging in and out of the core set. Character creation is points-based with many merits and flaws to adjust and customize the characters, a standard fairly modern interpretation of a role-playing system.

YAGS is, unusually, released under the GNU Documentation license. This makes it free to download, use, print and modify so long as any alterations are also released under the same terms, making it a relatively simple but entirely open license.

Links to the appropriate licensing information, as well as style guides and other helpful material, are located on the *YAGS* homepage.

What PDFs do you buy most?

	2003 (211 votes)	2004 (724 votes)
D20 Sourcebooks:	64%	50%
D20 Adventures:	3%	5%
General Sourcebooks:	14%	17%
General Adventures:	1%	2%
Campaign Settings:	4%	7%
Paper models:	7%	10%
Accessories:	6%	5%
E-books:	1%	3%
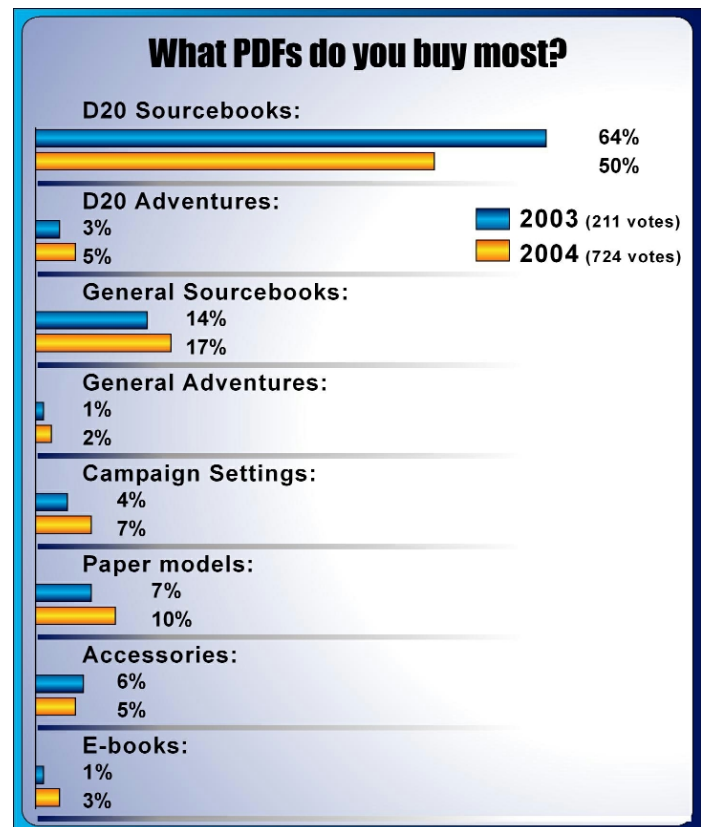
5 Producing a Licensed System

➩ Why Make My System Open?

So, you have decided not to use the *d20 System* or even a modified version by the OGL. You have also decided that none of the other open systems are quite to your taste and neither are any of the 'semi-open' systems that are available.

You have decided to go ahead and use your own system; after all, you can do it better, stronger, faster and for considerably less than six million dollars. Still, this 'open gaming' idea intrigues you and you have thought about making your perfect system available for others to use to produce their own gaming material. Should you?

There are several advantages to making your system open, if they come to fruition. If other people adopt your system, it is customary for them to indicate compatibility or to reference your product which, in theory, channels into additional sales of your core book. This is the business-end philosophy behind *WotC*'s movement into Open Gaming. If you come up with a world-beating system that can genuinely apply, generically, to a lot of other settings or one that fires up people's imagination then you'll enjoy great sales and a considerable amount of good favor and kudos in the gaming community.

There is certainly room for more open systems than the market leaders of *d20* and OGL provided that those systems carve themselves a niche with a different 'feel'. A very rules-light system might carve some considerable ground, as might something aiming to be very realistic. Different groups like different styles of play and there will always be a niche to cater for. Whether that niche will prove large enough to be profitable is another matter.

If you are an independent publisher, often working in your spare time and weekends, your release schedule is not going to be regular or massive and so, having an open system helps bulk up releases at least related to your product. Exposure and sheer number of products do help boost sales generally as a well supported system almost always sells considerably better than a game with no support or only sporadic supplements.

➩ Why Should I Not Make My System Open?

There are various disadvantages to making a system open, though admittedly, you can try to anticipate and cut off those problems that might distress you by altering or changing the license you use to make your system available for public use.

Whatever changes you make, there is one thing you will have to contend with: loss of control. Once your system is out there and being used in other products it will become a living, breathing thing of its own. It is no longer your 'baby'. People will tinker with the system to their own tastes, invent rules you don't like, publish content you don't agree with or that offends you and otherwise rehash, reinvent and 'fix' what you have put out. If you are overly emotionally invested in what you have put out, this may distress or anger you and possibly tempt you into unwise Internet flame wars or poor commentary on bulletin boards, all of which can give you a negative profile in the community. If you do not want to see games like *Caucasian Supremacy* or *Kung Fu Whores* using your system, you either need to reconsider releasing your system openly or you need to create a 'decency clause'.

If you do alter the license substantially, you need to consider whether you have the time, energy and clout to actually enforce all of your adjustments and demands. Can you afford to get copies of everything published using your system? Do you have the time to check each and every item for compatibility with your particular license? If you do find something objectionable, can you afford a lawyer and is it worth your time to chase down other writers in the small claims courts to extract a pittance, if you win? Is it worth the money to get proper legal consultation on your version of any

licensing? These considerations may also get in the way of you licensing out your system or in enforcing your ideal use of it. You may have to resign yourself to objectionable or license-breaking material getting out.

➲ Licensing Your System

There are many different licenses out there through which you could sell your game, from a modified OGL license to those used for *Action! System* to ones that exist outside the gaming culture. Which one suits you depends very much on your philosophy, needs and how much control you wish to retain.

Whatever you do, if you substantially change any license for your own use, get the result looked over by a legal professional if you have any, *any* intention of trying to enforce it. Legal English does not follow the same rules or, necessarily, have the same meanings as any other form of English and, depending what country or even state you live in, certain rights are inalienable and some things are illegal to try to enforce.

Given the state of finances of most independent and small publishers, it is likely that getting such legal advice will be a considerable outlay and, in the long run, may well not be worth it. Consider very carefully precisely how important your system integrity and licensing are to you. If you have any reservations about how it might be used or rewritten, it is a lot easier to simply not release the rights.

➲ Making your own license?

If you have a system, don't like the existing open license documents and you want to make your own license, open or otherwise, the best thing you can probably do is plagiarize. (Not really, but close.) There are going to be certain characteristics that you will want a license to have and there are only a limited number of ways to clearly express those concepts and most of them have already been done. Simply reading this chapter and looking at the open licenses that are in the appendix will give you an idea of what we mean. For instance, from the *d20* License:

2. **License to use. You are hereby granted the non-transferable, non-exclusive, non-sub licensable, royalty-free license to use the *d20 System* trademark logos, the *d20 System* trademark, and certain other trademarks and copyrights owned by *Wizards of the Coast* (the "Licensed Articles") in accordance with the conditions specified in the current version of this License and the *d20 System* Guide.**

There are only so many ways you can rearrange the words to say what they just said. The *EABA* OSL 1.1 says it like this:

> **In consideration for agreeing to use this License, effective on the date You accept this License, *BTRC* grants you a world-wide, royalty-free, non-exclusive License to the permitted uses described below.**

While the *ShareAlike 1.0* license reads:

3. *License Grant. Subject to the terms and conditions of this License, Licensor hereby grants You a worldwide, royalty-free, non-exclusive, perpetual (for the duration of the applicable copyright) license to exercise the rights in the Work as stated below:*

Is it plagiarism, or multiple people trying to say the same thing in a slightly different way? It is almost certainly the latter.

If you are going to make your own license, there are few things you need to think about, probably in order:

• What type of license? Are you going to make your own free-for-all OGL, something open but with registration limits (like *FUDGE*), or a strict 'you must pay us' traditional kind of license? For discussion, we're going assume one of the more open types.

• How open or strict do you want your license to be? If you do not prohibit something, then you run the risk that someone will assume that a particular 'something' is allowed. If your license says 'do anything you want,' then you have no grounds to complain (and no legal recourse) if someone does *Nazi Death Camp Kiddie Porn Tycoon* with your rules.

• Do you care enough or feel the need for professional legal assistance to develop a license? This will probably cost as much the rest of your game expenses combined if you are running on a shoestring. If your game turns out to be 'the next big thing', a self-developed license may have loopholes that come back and get you somewhere down the road, but realistically speaking, the odds of that are very small.

Things that your license should do, regardless of the type of license it is:

• Define the important terms. Who you are, individually or corporately speaking, what the licensed property is, the fact that you have the copyright and right to license it, etc.

- Define everything that you consider mandatory for the license. Copyright notices, license notices, notification, methods of approval, etc.

- Define everything that is forbidden, either explicitly or in concept. For instance, if you do not want people reprinting your character generation and combat rules, then you should say so. Or, inversely, define the only things that are allowed and say anything not on that list is forbidden.

- Protect yourself. Anyone can be sued for anything, whether or not the suit is valid. If a licensee decides to make an unauthorized version of some multi-million-dollar Hollywood property, you would rather *not* be a named defendant in the ensuing infringement case. Failing that, you hopefully have a valid 'self-defense' clause in the license. If you have an open license, make sure licensees know that if they do something illegal, the responsibility and the consequences are theirs alone.

- It's a small world. If you have an open license, let people know that you aren't responsible if someone else does the same concept as they are working on, even if that 'someone else' is you. Having a 'notification' clause is useful in this respect. That way, if you get multiple similar proposals to use your system, you can at least let the people know that someone else is working on the same thing. On the other hand, if it is a 'for pay' license, you shouldn't be licensing the same concept to multiple people simultaneously.

- Exit strategy. Have a mechanism for termination of the license. If a licensee violates the terms of the agreement, make sure it is clearly stated that you can revoke the license, and their responsibilities if you do so.

Of course, you also need to look at your game and your ego and realistically determine how likely it is someone will want to license it to begin with. After all, you are competing with the 800-pound gorilla of *d20*. If your license is more restrictive *and* your system is less well known, sure, you still want a license, but the effort you put into it will largely be wasted time.

You can do a license in anything from a few paragraphs to a few pages, depending on how detailed you want to get and how dense you pile on the legalese. For instance, the Ultra Simple Game License (USGL):

USGL 1.0

1. (company), having the sole rights to (system), offers any third party (referred to as user) the right to produce (system)-compatible products under the (system) USGL.

2. Approval: Any user wishing to produce a (system)-compatible product under the USGL must notify (company) before developing their product and get approval from (company). Any party producing a (system)-compatible product under the (system) USGL must provide (company) with a copy of any finished product.

3. Content. The user of the (system) USGL may release material compatible with (system), and may reproduce in part or in whole concepts, text and images in (insert page, chapter or section references) of (system). All other material in (system) may be referred to by (insert reference type), but may not be reprinted in whole, in part or in concept.

4. Notices: Any (system)-compatible product released under the (system) USGL must include the following text in the credits: "This game is released under the (system) USGL, and may not be reproduced without permission. For more information on the (system) USGL, visit (web site)." Any (system)-compatible product released under the (system) USGL must include the full text of the (system) USGL in at least 6 point type.

5. Liability: The user of the (system) USGL assumes all responsibility for any product released under the (system) USGL and holds (company) blameless in any legal action involving user's product.

6. Termination: (company) reserves the right to terminate any product released under the (system) USGL if it violates the terms of the (system) USGL or any approval conditions placed on user by (company) as part of a separate agreement. In the event of termination, user agrees to remove within 30 days all (system)-compatible material from the product whose (system) USGL has been terminated. User agrees that failure to comply constitutes publishing derivative material to a copyrighted work without permission of the copyright holder.

7. Revisions: The (system) USGL may be revised from time to time. Material published under a previous version is acceptable under any version, but new material must always use the latest version of the (system) USGL. This can be found at (web site).

8. Length: The (system) USGL is all material from paragraphs 1 through 8.

The USGL was made up just for this chapter, and has not been run by any professional legal types but it illustrates most of the points previously listed. It could easily be gussied up to fill several pages, but it has the guts of what you need.

6 Sales

➲ What Sells & What Doesn't?

No one knows with absolute certainty; there are no guarantees when releasing any publication. However, over time, some types of products have historically sold better than others. The e-publishing market is always changing, so, relying on historical data is not error-free. However, it's a good place start.

Broadly speaking, OGL products sell more poorly than *d20* products. (For RPG supplements that is; other products, such as floor plans, paper miniatures, software, and the like, sell quite well.) Of 724 RPGNow visitors polled, nearly three times more people said they buy *d20* sourcebooks as opposed to 'General' sourcebooks. This is not a hard-and-fast rule, but it does give an idea of the uphill battle faced by an OGL product. The top 7 OGL products on RPGNow's all-time sales list enjoy the following ranks on the all-time sales lists for all products combined: 29, 46, 64, 76, 78, 87, and 91. Most of the successful OGL products are, in fact, *M&M Superlink™* products. *M&M Superlink* is a separate license created by *Green Ronin Publishing* for use with their hugely popular *Mutants & Masterminds RPG™*.

Thus, it is even more important to give thought to the type of product you release under the OGL than under the *d20* License. This discrepancy is accounted for by the 'built-in marketing' of the *d20* logo and, indeed, is precisely the idea behind the *d20* License generally.

On the other hand, the OGL allows for a broader range of products than the more restrictive *d20* License. Of 558 RPGNow visitors polled, 16% said they "look for" Indie RPGs most. This compares favorably with the 22% who said they look for small press *d20*. So, for a small publisher, finding an OGL product that interests gamers can yield strong sales.

Additionally, more generalized products, ones capable of being used without modification in most campaigns, sell better than more specific products. Nearly half of all RPGNow visitors polled purchase *d20* sourcebooks. Conversely, adventures and campaign settings are among the worst *d20* sellers.

The tastes of the RPG consumer are in frequent flux. It's important to regularly visit RPG news websites, various message boards, and RPGNow in particular to determine what products are selling well, what products are flooding the market, and what gamers are specifically requesting.

➲ Sales Projections

Projecting sales in the PDF market can be quite difficult. There are many variables that will affect how a product sells. Seven primary factors are: (1) publisher, (2) type of product, (3) price, (4) date of release, (5) cover art, (6) demo, and (7) marketing.

Certain publishers' products always sell well. (*Malhavoc Press* is a prime example.) But, beyond the obvious industry 'biggies', several smaller companies have made a name for themselves in the e-publishing market and have loyal followings: *EN Publishing*, *Ronin Arts*, and *RPGObjects*, to name a few. The reasons for their successes are varied. *EN Publishing* enjoys the powerful name recognition and marketing arm of the EN World website; *Ronin Arts* has developed a strong niche in small, cheap fantasy PDFs and *RPGObjects* has had great success with their Darwin's World line. Their products are among the best selling RPGNow products of all time.

If you want to increase your sales, you can attempt to emulate these exemplary companies. Obviously, copying *EN Publishing*'s plan is impossible without their existing marketing machine. However, it does highlight the importance of marketing, discussed more fully below. Several other companies have begun selling smaller, cheaper products in the style of *Ronin Arts*. This is a fairly new phenomenon and bears watching. Though obvious, it is also worth repeating: if you charge less for your product, you will need to have a greater

number of sales to achieve the same result in dollars as a higher-priced product. (It must also be acknowledged, though, that smaller PDFs usually require less time and money to create.) *RPGObjects*' success demonstrates that seizing upon something that captures the imagination of the gaming community will yield results. Of course, finding such an idea and carrying it to fruition is no small task.

The type of product has historically had a significant effect on the number of sales. For OGL/non-*d20* products, non-campaign-specific sourcebooks have been among the best sellers; 17% of RPGNow visitors polled said that's what they bought most. For *d20* products, a full 66% of RPGNow visitors polled said they bought non-campaign-specific sourcebooks most. This category includes: race books, monster books, spell books, and the like. *d20 Modern* has a growing demand and may be a burgeoning untapped market. Poorer sellers are those that are less compatible with a broad range of campaigns. This includes campaign settings and adventure modules. It seems that the more easily a product can be incorporated into a particular campaign, the better it will sell. Another consideration is whether the product is suitable for GMs only or for players as well. Obviously, the latter has a significantly larger potential customer base.

Low-priced products sell more than expensive products. A very rough guideline when pricing products is $1 per ten pages of material, but this can vary drastically. Products with full-color covers and voluminous art will be more expensive. However, as long as this is communicated to the potential customer (either through demos or description), many will pay the increased cost. If your product ranges far above this guideline, your sales will probably decrease drastically. Additionally, the $10 barrier holds almost mystical significance. Only 8% of RPGNow visitors polled indicated they would pay more than that amount. Such prices should be reserved for flashy, lengthy products from established publishers.

The summer months have notoriously been the dog days of e-publishing. There are several theories for this (School's Out, the GenCon Effect, etc.), but the reasons are immaterial. Of course, one should not simply stop releasing products during this time, but the sales of a given product will almost certainly be lower during the summer.

The old saying, "Don't judge a book by its cover," just doesn't hold true in the real world. When polled, 43% of RPGNow visitors indicated that the cover art affects their purchasing decision. If you're going to splurge for quality artwork, make sure that at least some of your expenditure goes to the cover art. Additionally, unless you are yourself a professional, experienced layout artist, you should employ

such a person to do the cover layout as well. After all, a quality piece of art is just the beginning. Proper layout can make the art 'pop', catch the customer's eye (yes, even on the Internet), and convey relevant information.

It is essential to have a demo for your product available for downloading. Unless you are a well-established publisher, many customers will be wary of purchasing a product sight unseen. This is particularly true of OGL products, which necessarily can be vastly different than a typical *d20* product. The inability to flip through a book before purchase is the chief drawback of the e-marketplace. A demo is the only real way to overcome this roadblock. Don't be afraid to include significant, meaty parts of your product. If it's a creature book, include at least one full creature; if it's a magic item book, include at least one magic item, and so on. If the customer sees quality in the demo, they're more likely to purchase the product.

The final factor in sales is marketing. The marketing begins before the product is even released. Press releases, forum posts and website announcements can all boost awareness about your product and, in turn, boost sales. After the product is released, formal reviews (if they are at least passably good) and banner ads can also result in more sales.

An average OGL/non-*d20* product can expect sales of 20-50 units within the first three months, with total average sales of 75 units. An average *d20*-License product can expect sales of 25-100 units within the first three months, with total average sales of 100 units. This is an extremely rough estimate, varying greatly on the factors enumerated above. Certainly there are products that barely sell and then fall off the map. Similarly, there are products that sell many more units–even by as much as a factor of five or ten. Such results are uncommon. After the initial sales, a product will continue to sell for many months to come; this is one of the advantages the e-market enjoys over traditional publishing. Generally, this may only be a few units per month. However, the release of other products by the same publisher and the application of cross-marketing methods can result in sales 'spikes' from time to time.

➲ Sales Expectations

It is very important to keep your expectations under control. You should try to remember that the paper RPG market is flooded with a great deal of dross, especially for *d20*, and that the buyer is becoming more careful and wary. In PDF publishing anyone with the right software can produce a game and publish it with a great deal of hyperbole so the 'signal to noise' ratio is relatively small. (In other words, a lot

of 'noise' is being produced and not much 'signal', or quality information.) This means that even really good ideas can get drowned out, and that you cannot rely on the sheer 'coolness' of your game to sell itself.

Many factors come into selling a game, from cover art to reviews to e-mails, even how you conduct yourself talking to gamers on the many RPG messageboards. You may find yourself having to swallow a few intellectual principles in order to make your game work commercially. However, the PDF market is growing constantly. It will continue to grow as technology and the preponderance of broadband Internet access increase, as screens get better and better and as higher-technology PDAs become more able to replicate the usefulness of a hardcopy book.

A hardcopy print run of an RPG product will generally be 1,000 books or less. Most books from a new publisher in the *d20*/OGL field are lucky to sell 500-750 copies and even well-known companies can struggle to sell this much copy. These numbers are still almost ten times the average PDF sales, but the print profit margin can be much slimmer. The

Average Units Sold and Maximum Units Sold

top-selling PDF product on RPGNow has not yet broken the 2,000-book barrier.

The following table is provided to give some idea of the sales you can expect. The figures are taken from recent sales data at RPGNow.

Units Sold at RPGNow *(Numbers as of 2nd quarter 2004)*

Game Type	Average Units Sold	Maximum Units Sold
d20	100	1584
OGL	75	482
Non-OGL	40	260

In a recent thread on RPGNow's ePublisher Forum (http://forums.rpghost.com/forumdisplay.php?f=8), several publishers discussed the sales they have experienced compared to the number of times their products have been viewed on RPGNow. The ratios of sales to views, expressed as percentages, were largely in the 3%-6% range, i.e. 3-6 sales for every 100 product views on RPGNow. The highest percentage of sales, on one particularly popular book, was 21.4%. The lowest percentage, reported by the same company on another product, was 0.4%, a rate of 4 sales per 1,000 views.

⊃ Where to Sell

Selling your PDF can be accomplished in many ways and on many sites, but not all have the same recognition or process to them. If you want maximum saturation it is probably a good idea to make your product available from as many sources as possible or, if sold in a single location, at least linked to from as many different places as possible.

RPGNow

RPGNow (www.rpgnow.com) is the premier, the first commercially sucessful, and the most experienced RPG PDF distributor. While it caters, largely, to the indy RPG press there are also a number of larger companies who sell their products through RPGNow. RPGNow is the most recognised and visited gaming PDF download site on the Net, with a plethora of services to offer the buyer.

RPGNow is paid 20 or 25% of your product price to cover their services and site hosting as well as to make their own profit. The higher rate provides their 'Gold' service which, if properly exploited, can generate additional revenue through banner exchanges, site linkages and higher exposure throughout the 'RPG' line of websites and beyond. (For more information on the 'Gold' service, see the Marketing section, below.)
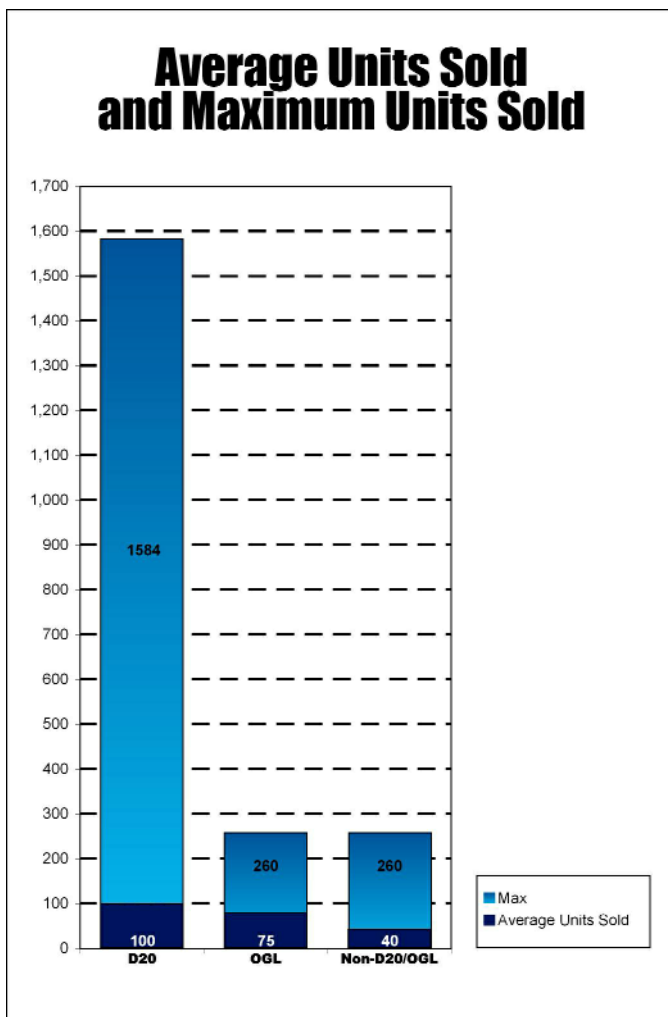
RPGNow also offers a very good Print on Demand service, which can enable you to get small runs of your books available in hardcopy form. They will also burn e-books to CD for their customers and ship them.

The main drawback of RPGNow is the risk of your products getting lost in the sheer number of releases and titles available there. They could also be passed up, considered to be in the same league as some amateur offerings also sold there. Setting yourself apart and grabbing people's attention with your cover art and demos of your content is vitally important in this environment.

DriveThruRPG

DriveThruRPG (www.drivethrurpg.com) is presently the 'new kid on the block', operated by the people who brought us *White Wolf*. DTRPG currently supports primarily larger companies, hosting their back catalogues and early releases. They are also beginning to take on smaller publishers.

DriveThruRPG has stirred up some controversy in their advertising copy, their prices and their use of DRM copy/piracy protection. DriveThruRPG charges publishers 35% for non-exclusive and 30% for exclusive sales. Numerous products are priced above the $10.00 'barrier', which is counter to current pricing thought in the e-publishing sector.

DRM protection is, perhaps, their most controversial choice. DRM requires a PDF document to be registered to your machine via some Adobe software. It can only be registered to so many machines and further restrictions limit the amount of copy-pasting you can do into separate documents. DRM is considered by many to be an annoyance to the user rather than any serious form of copy protection as it is so easily broken, but all DriveThruRPG products comply with this.

DriveThruRPG does have an advantage if you are a print publisher with a back-catalogue of old products. They will do the work of PDF conversion for you as well as hosting and selling your works.

HyperBooks Online

Hyperbooks Online (www.hyperbooks.com) is an online bookstore committed to carrying a wide variety of material, but specializing in niche market stuff. There is never any up-front cost to the author/publisher. For most material, the publisher sets the "wholesale" price and receives 100% of that, with the store adding a small fee to cover costs—this will most likely work out to roughly a 5% commission. Hyperbooks sells e-books, and will act as an order service for

publishers to direct ship print products. Hyperbooks can also provide formatting service to most generic electronic formats, on a contract basis.

SVGames

SVGames (www.svgames.com) is an online retailer that also sells PDF material via its site. Run by a former Wizards employee, SVGames carries conventional as well as PDF products and gets quite a lot of traffic through these 'physical product' sales. On the downside, they charge the publisher 50% for the service and are not a specialist in the PDF field.

e23

Steve Jackson Games is planning to move into the electronic arena soon with e23 (e23.sjgames.com), their online version of their Warehouse 23 clearinghouse. *GURPS®* has a massive following which should ensure good site traffic, and without DRM restrictions it may prove to be a good place to sell your PDFs, depending on the contractual terms that come to light. It will be worth keeping an eye on this project.

Lulu

Lulu (www.lulu.com) is an on-demand publishing service for pdfs and regular books. For published books, they currently do 6" x 9" and 8.5" x 11" formats, perfect, saddle-stitch and coil binding, with a minimum of 35 pages and a maximum of 748 pages, with page counts preferably divisible by 4. Four-color covers have a resolution of 600dpi, which is more than sufficient. Lulu also handles sales and distribution of pdfs, and you can do one, the other or both with no restrictions. There are no overall setup fees to join or maintain a sales page on Lulu.

Looking at the site and its services, it looks very much like an electronic version of a vanity press publisher, with lots of options for people who have no talent for their own layout or cover art, and extra cost services like ISBN Plus, which for $149 gives you one ISBN, a bar code and a listing in Books in Print (the second of which can be done by you for nearly free with shareware programs, and the last of which can be done in five minutes from the Books in Print web page). Most people reading this will avoid those particular pitfalls, and may find that Lulu has something worthwhile to offer.

Lulu takes a 20% commission on each item sold. Lulu sellers have their own web page on the site, though this is a fairly bland layout and is not customizable. Like other such sites, you can simply lift the code for particular products and paste it into a fancier-looking site that links directly to the Lulu sales engine.

A number of small game publishers use Lulu to good effect, using the "upload pdf" option to simply have their pre-formatted, ready-to-print pdfs turned into high-quality books in exactly the quantity needed, as well as selling the pdf versions for those who just want that version. Many of the "RPG" products listed at Lulu belong to companies who regularly frequent The Forge's (www.indie-rpgs.com) indy gaming forums , so you can probably ask around there if you have Lulu questions.

Amazon.com

Amazon.com (www.amazon.com) is in the business of selling. Everything. From sex toys to camping gear to wide-screen televisions, Amazon.com is more than happy to give you a place to sell it, in exchange for a cut of the profits. So yes, you can sell your game on Amazon.com.

The problem is, unless you set up your own online gaming megastore like RPGnow, DriveThruRPG or others, potential customers have to find your Amazon.com site to buy your product. The percentage of people willing to hop through dozens or hundreds of indy game sites before making a purchasing decision is vanishingly small. Ask Monte Cook. He sells lots of pdfs (more than you), but his sales on Amazon were not enough to keep up the effort there, so he dropped it. And if you go to Amazon.com and look up some of the larger game companies, you may find lots of people selling the game products, but you won't find official company stores.

Amazon.com has several services which may be of use:

Amazon Marketplace

- Products must have an ISBN (international standard book number). Specifically, this ISBN must be registered in the online Books in Print database, which Amazon references, but apparently also their own copy of this database, which is updated regularly. Items may be in the Books in Print database for up to a month before they are accepted as valid by Amazon.

- Amazon.com Marketplace charges $.99 per sale and takes a 15% commission.

- Amazon.com Marketplace is nation-limited. If you have a US marketplace, you can't sell to the UK through it, and if you have a UK marketplace, you can't sell to the US through it.

Amazon zShops

- There is a $39.99 monthly fee, which lets you sell an unlimited number of items. Amazon from time to time has discounts for new subscribers to this service.

- For items of $25 or less, Amazon gets a 5% commission, and slightly more for more expensive items.

Amazon Advantage

Amazon Advantage is a service for those who mainly want someone else to handle fulfillment of regular book (not pdf) orders. It also has a monthly fee, ISBN requirements and such, and probably is not a worthwhile option for most people reading this.

Cafepress

Cafepress (www.cafepress.com) is not an e-publisher per se, but they do produce items such as T-shirts, mugs, mousepads, posters and the like which are high quality. Recently they have moved into doing books, printing from PDF. This process is more expensive per book than that offered by RPGNow but has the advantage of not requiring an order of several books printed at once. Cafepress offers true 'print on demand' and you will not have to concern yourself with your stock levels or sales once everything is set up. Cafepress is also a good place to make promotional items featuring your company logo or art and to sell them to increase your profit margin, though Cafepress takes the lion's share of any money made. They provide a base price with their costs and profit worked in, and your profit is allocated as additional cost.

Your Own Site

Having your own site is a good idea. It allows you to promote your product, store demos and perhaps invite discussion. Having an e-mail list is also a good idea.

Selling through your own site is another possibility and can be done cheaply but requires more work on your part unless you can afford to get the process automated. Paypal is a good way, generally, to move the money around but small amounts being transferred incur a charge. Additionally, if you sell the product yourself, you will have to personally send each customer his or her physical or electronic product. If you slip up you may have a problem with that customer and bad press always travels quickly.

If you want to look more professional, and not to loose sales (RPGNow sales are over 2/3rds credit card payments), you need to have credit card processing. The costs vary depending on what company you use to provide that service. There is usually a flat fee for setting up credit card ordering, followed by a small charge on each transaction. Deciding which company to use for your credit card set-up is difficult, especially as there seem to be almost as many sites offering the service as there are pornography sites on the Internet. You can purchase the ability to do it entirely yourself but again this is more expensive.

Another drawback to selling through your own site is that it is unlikely to get the sheer number of hits as a larger site such as DriveThruRPG or RPGNow. With customers spending less time in perusal and investigation, you are unlikely to sell as much material directly from your site.

Others

There are many other e-book publishing sites and hosts on the Net. Most of these may well be willing to host and sell your efforts under a myriad of different contracts and arrangements. The vast majority are, however, geared toward selling vanity publishing and fiction e-books rather than games and their supporting items. There is a possibility that certain sites specialising in science fiction or fantasy e-books, may well have enough crossover audience that your product would attract interest. If you are very lucky, you might appeal to the non-gamer set. However, these sites tend to have an even larger intake of material than RPGNow and it is likely your game would get lost in the mix.

➲ Marketing

Marketing is amply covered in the ePublisher Guide, but there are a few particulars that are important to cover again and some specific instances in the field of *d20* and OGL games that bear consideration.

With the glut of *d20* and OGL products, separating the wheat from the chaff is very difficult for potential buyers and it is increasingly difficult to get your product noticed. Marketing is more and more important. Simply putting your product up and hoping for sales without making any real effort to raise market awareness of what you have produced is not going to work.

Sell your product and yourself shamelessly if you really want to make any money. Come up with new ways to promote and generate a buzz about what you are doing.

RPGNow Gold Vendor Program

RPGNow offers two sets of services at two rates. The commission for the standard service is 20% of your sales. The second, termed the "Gold Vendor Program," costs 25%. It gives access to many useful tools such as sales reports tracking where your sales are coming from and features such as the banner exchange and access to mailing lists of willing customers, allowing you to target marketing. The biggest boon is the placement of advertising banners on the RPG Host family of websites, making it possible for people to notice your product while surfing any of several fairly big RPG-oriented sites. It is important to remember that everyone else in the Gold Program also gets this benefit, and that your banners will not come up all the time or at the right moment. RPGNow also periodically takes out advertisements in trade magazines. Having your product included there may not pay back immediately but should benefit in the long term as well as raising the profile of PDF games as a whole. More information on RPGNow's Gold program can be found at www.rpgnow.com under "Publishers."

Banner Exchange and Partnership

The PDF industry, in some quarters, is a lot like the role-playing industry as a whole of fifteen to twenty years ago, far more supportive and 'hobbyist' than the strongly business-oriented approach that has largely taken hold of the successful print companies. This means that PDF-based companies and creators are a lot more willing to work together practically, to give advice and to help each other out. If your product is similar to or complements another company's work, it may well be worth talking to them about placing mutual links or exchanging link banners on your respective websites. A good symbiosis between, say, a generic science fiction product and a set of suitable science fiction game rules can produce dividends for both companies.

Reviews

Reviews are an important way to get your product examined and considered and you should think about sending out perhaps 5-10 previews of your product to appropriate people to review. Perhaps the most important site to get a decent review on is RPGnet with the other big RPG community sites coming along closely behind. These sites get thousands of hits a day and feature their reviews prominently as well as hosting discussions about the titles. Any review that offers at least half marks (three out of five or five out of ten) should help boost sales by piquing people's curiosity without turning them off from the product. Even poor reviews can be helpful, guiding you to a new edition or to making changes, even to refuting, politely, the assertions of the reviewer or explaining the ideas and philosophy behind what you wrote.

Networking

As you may recall from the Foreword, research by the largest gaming company in existence has noted that gamers seem to work on a different economic model than most services or industries, that being one of small networks. Getting people to play your games or use your products and then talk them up is the best way of getting word of mouth working. Ways to get people talking might include hosting
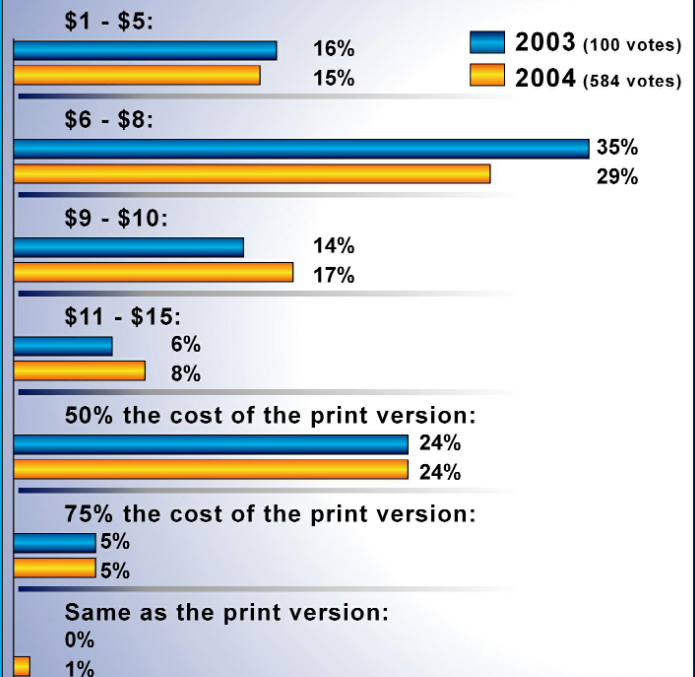
games at conventions, offering prizes or running online games, even giving free copies to RPG societies and clubs. If you have gaming friends spread out you can even ask them to talk up the product and generate a little buzz, though this could be negative if it is seen as insiders just hyping a product. Nothing recruits better than a genuine evangelical convert to your game.

Internet Conduct

How you conduct yourself on the Internet can have a disproportionate affect on your PDF sales, as the gamers who buy your product are far more likely to be web savvy and involved in the online RPG community than everyday normal gamers. Some things really are the kiss of death to your reputation and thus your sales.

- *Don't be rude to your fans.* You would think this would be obvious but a lot of designers from even the larger companies seem to think that in order to prove that they are 'above the common herd' and somehow cool, they should talk down to their fans, even those enthusiastic about their products.

- *Don't be condescending.* Don't talk down to people; engage them on the same level you would a friend and answer their questions politely, even if it is the hundredth time you've been asked.

- *Don't get drawn into flame wars.* Even if someone is insulting you, your wife, your dog and your game, getting too heavily drawn into a mudslinging match will make you look like an idiot.

- *Don't expect people to know what you know.* You're writing the books; when and if you release teasers people may well draw conclusions that are negative or different from how the final book will be. They're not psychic! Be flattered; this shows interest in your game.

- *Spell Well.* If you're a writer and your Internet posts are riddled with poor sentence structure and spelling mistakes, people may well not trust your ability to write a good game. You don't have to be perfect, just be careful.

- *Don't put down other games or companies to promote yourself.* Doesn't look good, especially not accusing people of being unprofessional.

- *Be calm.* Five minutes playing just about any online game should tell you that the Internet is full of horrible people using its anonymity to be nasty to people. Let it wash over you; there are millions of nice, interesting people out there as well.

What price are you willing to pay for a PDF?

2003 (100 votes)
2004 (584 votes)

$1 - $5:
- 16% (2003)
- 15% (2004)

$6 - $8:
- 35% (2003)
- 29% (2004)

$9 - $10:
- 14% (2003)
- 17% (2004)

$11 - $15:
- 6% (2003)
- 8% (2004)

50% the cost of the print version:
- 24% (2003)
- 24% (2004)

75% the cost of the print version:
- 5% (2003)
- 5% (2004)

Same as the print version:
- 0% (2003)
- 1% (2004)

Which do you prefer to buy: a PDF at halfprice OR the POD version at near full price OR the actual print version at full price?

2003 (89 votes)
2004 (494 votes)

PDF, adventures only:
- 1% (2003)
- 4% (2004)

PDF, pre-release only:
- 8% (2003)
- 4% (2004)

PDFs are prefered:
- 49% (2003)
- 53% (2004)

Print On Demand (POD) version:
- 4% (2003)
- 5% (2004)

Print versions are prefered:
- 37% (2003)
- 35% (2004)
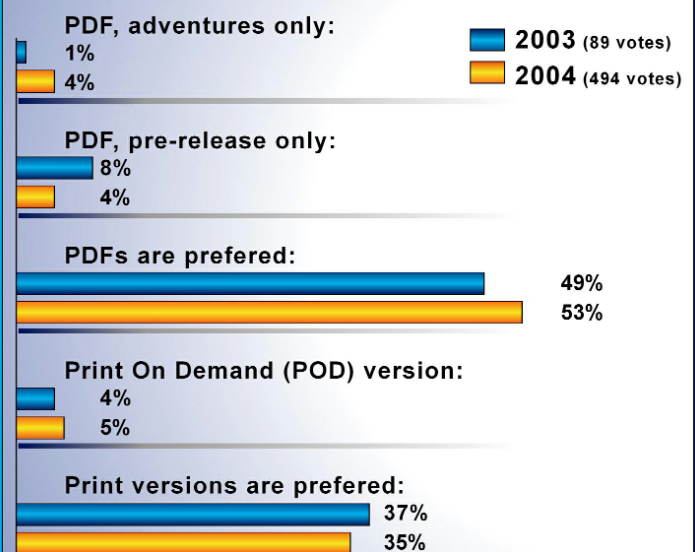
Production Checklist
➲ OGL/*d20* Material

Infrastructure
items to have in place at the outset

- Software/Hardware: computer, word processor, publishing software
- PayPal Account: for paying freelancers/vendors
- Reference Material: <u>ePublisher Guide</u> from RPGNow
- Contractual Relationships: contract with RPGNow
- Forms: non-disclosure agreements, freelance contracts

Planning/Development
legwork to undertake at the outset

- Idea Development: firm up your concept, begin outlining
- Research: internet research to evaluate originality, locate freelancers
- Locate Freelancers: identify freelance artists, writers, layout designers, playtesters
- Timetable: plan timetable for marketing and scheduling purposes

Writing
create/obtain written material

- Game Material
- Cover/Product Info Copy
- Product Description
- Press Releases

Artwork
create/obtain artwork

- Cover Art
- Interior Illustration
- Logos/Icons
- Advertisement Banners/Buttons/Thumbnails

Review
review material

- Playtesting: send material for playtesting
- License Compliance: review material for compliance with SRD, OGL and *d20* License (where applicable).
- Editing: review material for grammar, spelling, clarity, etc.

Layout/Design
compile material

- Cover Layout
- Interior Layout
- Editing: review material for layout issues, e.g., table and illustration references, page number references

Pre-Publication Marketing
promoting your product prior to publication

- Begin as soon as materials are available
- Press Releases: posting information at RPG news sites
- Upcoming Products: add to RPGNow list
- Website: preview the product on your website.

Publication
publish the completed work

- PDF Conversion
- Zip File Creation
- Uploading to your eStores
- Activating Product

Post-Publication Marketing
promoting your product after publication

- Press Releases: posting information at RPG news sites
- Your Website: promote your product with enhancements, contests, coupons, etc.
- Reviews: forward review copies and publicize reviews
- Advertisements: place banner ads
- Forum Signature: add product info to your signature at various forums

OGL/*d20* Features

<u>KEY</u>
Y   Yes, this feature is available under this license.
N   No, this feature is Not available under this license.
R   This feature is Required when using this license.
NA   This feature does Not Apply to this license.

FEATURE	OGL	d20
Produce supplementary material on monsters or character classes from the SRD.	Y	Y
Introduce new feats, classes, skills and methods of applying many of the SRD rules.	Y	Y
Create setting books for the major SRD releases.	Y	Y
Use the system as presented in the SRDs to produce your games.	Y	Y
Reproduce verbatim Open Game Content produced by other licensees.	Y	Y
Include the entire text of the OGL	R	R
Include copyright information of all Open Content sources in Section 15.	R	R
Must include at least 5% Open Game Content.	NA	R
Indicate requirement for *Wizards'* products.	NA	R
Include the *d20* logo.	NA	R
MAY NOT use the term 'core book', even in reference to *WotC* products.	NA	R
Must comply with Quality Standards	NA	R
Alter the *d20* logo in any way.	NA	N
Alter any of the Defined Game Terms as stated in the *d20 System* Trademark Guide document.	Y	N
Include rules for experience and progression of a character, so long as they do not infringe *Wizards'* copyrighted material.	Y	N
Produce an entire book all in one volume that does not require the use of any other purchases.	Y	N
Include miniatures with your game.	Y	N
Modify and alter the rules and terms in any way you so wish.	Y	N
Publish material with excessive violence or gore, sexual themes or prejudice.	Y	N
Produce an "interactive game" (computer game).	Y	N
Indicate compatibility with *d20 System* games in a direct fashion.	N	Y
Use *d20*'s popularity and size to its fullest extent to benefit your sales and marketing.	N	Y
Use the *d20* logo on your product.	N	Y
Piggyback on the *d20* phenomenon.	N	Y
Gain access to a massive pre-existing audience.	N	Y
Reference the *Dungeons & Dragons* or *d20 Modern* core books within your work, to an extent.	N	Y
Include *Wizards'* own rules for character generation.	N	N
Use Product Identity contained in an OGL-licensed work.	**N**	**N**
Use the term *Dungeon Master*.	N	N
Reference other companies' trademarked terms without explicit permission of the trademark owner.	N	N

Common OGL/*d20* Errors

These are errors commonly committed by people in their use of the Open Game and *d20* Licenses:

- Not reading the licenses at all.
- Not understanding the difference between the *d20* License and the OGL.
- Publishing anyway, even if you don't understand the licenses.
- Working from *Wizards'* Core Books instead of the SRD.
- Deriving material from other, non-Open, *Wizards'* products.
- Using monsters that are not in the SRD and are therefore not Open Content.
- Changing or expanding the Defined Games Terms from the *d20 System* Guide.
- Assuming that because something is Open (a monster such as the drow, for example), that all material published about it is Open.
- Confusion about which *Wizards of the Coast* products are open. Check carefully; if a book contains a copy of the OGL, it has SOME open material. If not, it has NO open material.
- Not verifying that content you wish to use IS Open Content. Just because a product has some Open Content does not mean it is ALL Open Content.
- Not carefully checking the copyright information of a product you want to reuse. If a publisher has special licenses or permissions to use certain closed material, that does not mean you have permission also. Be sure you do not violate the OGL or *d20* licenses; do not use any content that is not declared as Open.
- Receiving permission to use another publisher's PI or closed content, and then declaring that as Open Content in your work.

- Stating that your product is compatible with *Dungeons and Dragons*™, or any other trademarked system or product. This is not allowed under the OGL or the *d20* License.
- Mentioning any *WotC* trademarks (such as *D&D*™, *DM*™, *Greyhawk*™, and many others) in your publication.
- Mentioning ANY trademarks of ANY other publishers without permission.
- Using trade dress that infringes on the trademark or Product Identity of another publisher.
- Mentioning Product Identity of other publishers, such as proper names from various *WotC* settings. Remember, a license to use the system is not a license to use the background.
- Using Open Game Content from other publishers without including it in Section 15.
- Including the copyright information of a book whose OGC you use, but not including its entire Section 15. You must include the ENTIRE Section 15 from any book you use as a reference.
- Using other types of content without the appropriate rights, such as artwork, excerpts or quotations.
- Forgetting to include a copy of the OGL with ANY Open Content, no matter how small.
- Including the *d20* license and/or Guide in your work. It is not necessary. Include only the OGL, which is mandatory.
- Forgetting that any material derived from Open Game Content MUST be OGC.
- Forgetting that the OGL & *d20* License apply to free products as well as commercial products.

Resources

➲ Websites

Creative Commons
http://www.creativecommons.org

EN World
http://www.enworld.org

EN World *d20* Publishing FAQ
http://www.enworld.org/forums/showthread.php?t=33037

EN World Basic ePublishing FAQ
http://www.enworld.org/forums/showthread.php?t=44413

Free Gaming Association
http://www.freegamingassociation.org

Fuzion.org
http://www.fuzion.org

Game Manufacturers Association
http://www.gama.org

Game Publishers Association
http://www.thegpa.org

George Edward Purdy: vector version of *d20* logo
http://www.dragonsandmonkeys.com/gallery/

The Hypertext *d20* SRD
http://www.d20srd.org

The Open Gaming Foundation
http://www.opengamingfoundation.org

Open Roleplaying.org
http://www.openroleplaying.org

Open Source Initiative
http://www.opensource.org

RPGHost Network
http://www.rpghost.com

RPGNet
http://www.rpg.net

System Reference Documents
http://www.systemreferencedocuments.org

➲ Email Lists

Open Gaming Foundation
http://mail.opengamingfoundation.org/mailman/listinfo/

OGF - The Mail Archive
http://www.mail-archive.com/ogf-l%40mail.opengamingfoundation.org/

➲ Forums

RPGNow
http://forums.rpghost.com/forumdisplay.php?forumid=3

RPGnet
http://forum.rpg.net/forumdisplay.php?f=5

EN World
http://www.enworld.org/forums/forumdisplay.php?f=10

➲ Licenses

***Wizards of the Coast* Open Gaming License**
http://www.wizards.com/d20/files/OGLv1.0a.rtf

***Action! System*™**
http://www.action-system.com/astl.html

Creative Commons Attribution-Share Alike License
http://creativecommons.org/licenses/by-sa/2.0/

***Dominion Rules*™ License**
http://www.dominiongames.com/drl.html

***EABA*™ Open Supplement License**
http://www.btrc.net/html/eaba2.html#osl

Grey Ghost Press Inc. *FUDGE*
http://www.fudgerpg.com/fudge/aboutfudge.html

Open Publication License
http://opencontent.org/openpub/

***Fuzion*™**
http://www.talsorian.com/fuzionindex.shtml

***Guardians of Order* Magnum Opus**
http://www.guardiansorder.com/magnumopus/