

REVISIONIST WIZARDS

Wizards of the Coast has announced an updated 1.1 version of the Open Gaming License, which intends to deauthorize the existing 1.0a OGL underpinning the vast landscape of tabletop roleplaying products. In doing so, WotC has engaged in some revisionist history, an attempt to reframe the last 20 years of open gaming as little more than a mistake on the part of the community that their new license seeks to redress. Let's look at the stated intentions of the 1.0a OGL from Wizards of the Coast themselves circa 2004.

Revisionist Restrictions

In [a recent blog post on D&D Beyond](#), WotC laid out their intentions to release an updated OGL (which we'll call the Restrictive License from here on out) and sought to downplay the update's ramifications, stating:

Will this affect the D&D content and services players use today? It shouldn't. The top VTT platforms already have custom agreements with Wizards to do what they do. D&D merchandise, like minis and novels, were never intended to be part of the OGL and OGL 1.1 won't change that. Creators wishing to leverage D&D for those forms of expression will need, as they always have needed, custom agreements between us.

D&D Beyond Blog Post

WotC would have you believe that the TTRPG community has always been wrong to assume they could use the OGL to create virtual tabletops like Foundry, Alchemy, and Shard, as well as products like miniatures, artwork, and computer games. Indeed, their new license doubles down on this and drastically restricts the types of content that can be created. The Restrictive License applies only to Dungeons and Dragons products that are printed or distributed as static PDFs (or similar formats).

To be clear, OGL: Commercial only allows for creation of roleplaying games and supplements in printed media and static electronic file formats. It does not allow for anything else, including but not limited to things like videos, virtual tabletops or VTT campaigns, computer games, novels, apps, graphics novels, music, songs, dances, and pantomimes. You may engage in these activities only to the extent allowed under the Wizards of the Coast Fan Content Policy or separately agreed between You and Us.

OGL 1.1: Commercial

For nearly 20 years, the permissive latitudes of the OGL have fostered a culture of innovation and entrepreneurship within the TTRPG space. You need only look at a local gaming convention to see this in action: stalls sell miniatures, enamel pins, stickers, ironic D&D-themed t-shirts, fiction, and standalone roleplaying games using the 20-year-old OGL. These stand alongside booths advertising cutting-edge software that intend to propel roleplaying games into the next generation with virtual reality, augmented reality, and ever-more immersive virtual tabletops. Was all of this an accident?

The original 1.0a OGL has been taken down from WotC's official website, along with the corresponding [Frequently Asked Questions article originally posted in 2004](#). Thankfully, with the help of archival websites, we can peer into the past to see what the designers of the Open Gaming License intended for its use.

Q: Is Open Game Content limited to just "the game mechanic"?

A: No. The definition of Open Game Content also provides for "any additional content clearly identified as Open Game Content." You can use the Open Game License for any kind of material you wish to distribute using the terms of the License, including fiction, artwork, maps, computer software, etc.

Open Game License: Frequently Asked Questions

The original OGL unambiguously gives creators the ability to tell compelling stories in any medium they choose. It embraces the free market of ideas and has fostered a community that is ravenous for innovation in its content. WotC's only goal with the new OGL seems to be to crush that culture and the industry as a whole.

The Illegal Update

Those familiar with the original Open Gaming License might scratch their heads at the whole announcement of an "updated" OGL—some vague recollection of D&D biggest competitor using this license and being uncontested in court. Let's analyze what the OGL and the Restrictive License have to say about whether it's even possible to be rid of open gaming.

The OGL 1.0a has downright luxurious terms for those who use it, as follows:

4. Grant and Consideration: In consideration for agreeing to use this License, the Contributors grant You a perpetual, worldwide, royalty-free, non-exclusive license with the exact terms of this License to Use, the Open Game Content.

OGL 1.0(a)

In these terms: perpetual means forever; royalty-free means that the creator doesn't need to pay WotC for the use of the content; non-exclusive means they can use it with other companies and game systems. It's under these terms that Pathfinder (the largest competitor to Dungeons and Dragons) uses the Open Game License. So it seems reasonable that, if WotC could simply pull the rug out from under their largest rivals (as well as the dozens of other game systems that use the OGL 1.0a verbatim), they would have done so a decade ago.

However, the [Open License FAQ from 2004](#) once again makes it clear that revoking this license is neither intended nor possible:

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

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

Open Game License: Frequently Asked Questions

The language of it being a "perpetual" license wasn't for show: it's intended to be a bedrock for any game to be made using it, forever. If WotC releases a new license, the old license specifically indicates that you can use whichever version you choose.

However, the new Restrictive License still begins with the following words:

This agreement is, along with the OGL: Non-Commercial, an update to the previously available OGL 1.0(a), which is no longer an authorized license agreement.

OGL 1.1: Commercial (and OGL 1.1: Non-Commercial)

Clearly, there is a deep conflict between Wizards of the Coast of 2004 and that of 2023. Who is right will ultimately need to be litigated in court, with the massively wealthy Hasbro conglomerate pressing the scales in its favor every step of the way.

It is this writer's opinion that WotC's Revisionist License is objectionable, if not downright illegal. Furthermore, our surest way to fight back is in the public arena by demanding WotC give us an **#OPENDND** now and forever.