

Recent d20 License Changes: A Review and Analysis

INTRODUCTION

Recently, Wizards of the Coast released version 5.0 of the d20 System Trademark License (“d20 STL”) and version 4.0 of the d20 System Guide (“Guide”). Though separate documents, because the Guide is incorporated by reference into the d20 STL, the d20 STL and the Guide can be thought of as one document. Any reference to the d20 STL by necessity includes content from the Guide as well. Unlike the Open Game License (“OGL”), which allows users to use any version of the license including prior versions, the d20 STL and Guide require the user to use the most current version of the d20 STL and Guide. Thus, any product using the d20 logo pursuant to the d20 STL and Guide are covered by and potentially impacted by the recent changes.

This document is not legal advice and cannot guarantee compliance with the restrictions and terms of the license changes. It is simply an article for use as a basis for discussing potential compliance issues and as an aid to potential publishers in parsing the terms of the license to decide if a planned product runs afoul of the restrictions.

CHANGES TO THE D20 STL AND GUIDE

The various changes are detailed below.

I. Content Restrictions

At first blush, the largest change seems to be the addition of content restriction to section 4 of the d20 STL. There were no such restrictions in earlier versions of the license. The new version (d20 STL version 5.0) provides:

4. Quality Standards

The nature of all material You use or distribute that incorporates the Licensed Articles must comply with all applicable laws and regulations, as well as community standards of decency, as further described in the d20 System Guide. You must use Your best efforts to preserve the high standard and goodwill of the Licensed Trademarks. In order to assure the foregoing standard and quality requirements, Wizards of the Coast shall have the right, upon notice to You, to review and inspect all material released by You that uses the Licensed Articles. You shall fully cooperate with Wizards of the Coast to facilitate such review and inspection, including timely provision of copies of all such materials to Wizards of the Coast. Wizards of the Coast may terminate this License immediately upon attempted notice to you if it deems, in its sole discretion, that your use of the Licensed Articles does not meet the above standards.

There are a number of sub-areas raised by this new section.

I(a). Compliance with legal standards of obscenity

The first provision of new section 4 requires that any content in licensed material comply with the laws of the various states and governmental agencies:

4. Quality Standards

The nature of all material You use or distribute that incorporates the Licensed Articles **must comply with all applicable laws and regulations . . .**

Thus, the no covered material may violate the obscenity laws of any state or jurisdiction.

This is, of course, not unreasonable as one would imagine publishers would refrain from publishing material that ran afoul of obscenity laws without knowing they were doing so and without having done their research regarding obscenity even prior to this addition to the license.

This change places no new burden on publishers as obscenity laws exist independent of the licenses and the licenses could never provide you the ability to avoid such laws.

I(b). Additional content restrictions

The new section also provides additional content restrictions:

4. Quality Standards

The nature of all material You use or distribute that incorporates the Licensed Articles must comply with all applicable laws and regulations, **as well as community standards of decency, as further described in the d20 System Guide.**

This section indicates that the standards of review (see “2. Review,” below) is a community decency standard. The license then indicates that this standard is further described in the Guide. Turning to the Guide, we find:

Quality Standards

In determining whether a product complies with community standards of decency, Wizards of the Coast uses, but is not limited to the following. Notwithstanding the foregoing, Wizards of the Coast reserves the right to determine, in its sole discretion, whether a product complies with community standards of decency.

Violence and Gore: Descriptions of combat are acceptable in a Covered Product. However art or text depicting excessively graphic violence or gore is not acceptable.

Sexual Themes: Sexual situations—including abuse and pornography—may not appear graphically in art or text. When depicting the human form—or creatures possessing humaniform features—gratuitous nudity, the depiction of genitalia, bare female nipples, and sexual or bathroom activity is not acceptable. While sensuality and sexuality may appear in a Covered Product, it must not be the focus nor can it be salacious in nature.

Prejudice: Covered Products can not depict existing real-world minorities, nationalities, social castes, religious groups, genders, lifestyle preferences, or people with disabilities as a group inferior to any other group. Current, real-world religions and religious groups and/or practices will not be portrayed in any way that promotes disrespect for these religions or their participants. A Covered Product can not endorse or promote any specific religion or religious practice.

Taking each in turn, and reducing them to their important sections:

I(b)(1). Violence and Gore

Violence and Gore: Art or text depicting excessively graphic violence or gore is not acceptable

Art and text: Note that this restriction covers both text and artistic depictions of violence and gore.

“Excessive”: “Excessively graphic violence or gore” is, unfortunately, not a very clear standard. Graphic violence or gore alone is apparently insufficient for a violation. The question seems to turn on the concept of “excessiveness.” Excessive is conventionally but rather unhelpfully defined as “exceeding the usual, proper or normal; going beyond a normal limit; an amount too great to be reasonable or acceptable.” It seems that similar products from within the industry could be used to define what is “normal” violence or gore.

Compliance Suggestion and Discussion: Publishers concerned about this restriction should research other products in the industry that have similar levels of violence or gore with the aim not of finding the several products with a similar but excessive amount of gore or violence but of finding a string of products that are in the mainstream of the industry and that represent a level of violence and gore that all agree is reasonable. For example, the rather notorious halfling illustration from *Dragon* most likely is excessive. The fact that Wizards of the Coast has used or approved of something that may be considered excessive gore on isolated occasions in the past does not necessarily justify your use of similar gore. The question is the reasonable and normal amount of violence or gore, not whether Wizards has used or approved excessive gore on rare prior instances. An aberrant example is not evidence of “normality”.

I(b)(2). Sexual Themes

Sexual Themes: Sexual situations—including abuse and pornography—may not appear graphically in art or text.

Art or text: As with violence and gore, the prohibition is against pictures and words.

“Sexual Situations” very broad: The prohibition extends to all sexual situations, not just abuse and pornography; theoretically covering simple descriptions of intercourse or any other act of sex. This concept is, however, clarified a bit in a later portion of the restriction:

While sensuality and sexuality may appear in a Covered Product, it must not be the focus nor can it be salacious in nature.

“Salacious” sexuality restricted: The license allows for sexuality and sensuality so long as it is both (1) not the focus and (2) not salacious in nature. “Salacious” is defined as “arousing or appealing to sexual desire or imagination; lascivious; lecherous, lustful.” Apparently, the restriction targets art or text that is designed to arouse or appeal to sexual desire.

“Sensuality” as well as sexuality: Sex, it appears, means “sensuality” as well as sexuality.

“Not the focus”: This is a difficult term as it is not well defined. Apparently, this term means that sexuality, sensuality or sexual themes cannot be the focus of the work or material. There does not seem to be another reasonable interpretation of this restriction.

Nudity in art: The license provides specific restrictions regarding nudity in art.

When depicting the human form—or creatures possessing humaniform features—gratuitous nudity, the depiction of genitalia, bare female nipples, and sexual or bathroom activity is not acceptable.

This majority of this portion seems rather clear—no genitalia, no bare female nipples (as opposed to nipples veiled by flimsy, gauzy shifts—a fantasy staple) no depiction of the act of sex in its many incarnations and no bathroom activity by humans or human-formed creatures. Animals going to the bathroom is apparently appropriate.

“Gratuitous”: It appears that the word “gratuitous” only applies to the initial word “nudity” and not to the balance of the list of prohibited content. Thus, any depiction of genitalia is prohibited, as opposed to only “gratuitous depiction of genitalia.”

“Gratuitous nudity”: The vague portion is the prohibition against “gratuitous nudity.” Gratuitous is defined as “not called for by the circumstance; unwarranted.” One possible interpretation is that nudity which would otherwise be acceptable may become prohibited if it is repeated or done for no reason other than appealing to sexual desire.

Compliance Suggestion and Discussion: Any depiction or description of sex or sexuality should be story driven and should be understated. The focus of the art or text should not be to arouse desire but should be for another purpose—normally the advancement of the story or setting of the scene.

1(b)(3). Prejudice

Prejudice: Covered Products can not depict existing real-world minorities, nationalities, social castes, religious groups, genders, lifestyle preferences, or people with disabilities as a group inferior to any other group.

“Existing real-world” groups: The restriction applies to “real” groups not those created in fiction. Nothing in the license seems to prohibit the depiction of fictional groups as inferior. There apparently is no prohibition, for example, of depicting one fantasy race as being racial slaves to another fantasy race, so long as such races or groups are not “existing real-world” groups.

“Depict” a group as “inferior”: The license does not restrict reference to groups that are or have been subject to prejudice. The prohibition is against “depicting” one such group

as “inferior” to any other group, not against the concept of prejudice. This is an interesting provision. My reading is that discrimination and prejudice may be mentioned and included, simply not advocated. What is prohibited is the depiction that, in truth, one of the listed existing real-world groups is in fact inferior to another group. It appears that mentioning real world group racial slavery, so long as it is indicated to be wrong, is not a violation of the restriction of the license. This, of course, is an area that will require close scrutiny by a publisher if they intend to deal with existing real-world groups. Again, if the groups depicted as inferior are not “existing real-world” groups, there is no violation even if the product contains the vilest prejudice imaginable.

Current, real-world religions and religious groups and/or practices will not be portrayed in any way that promotes disrespect for these religions or their participants.

No promoting disrespect for “Current real-world” religions, groups or practices: Like prejudice, the prohibition against promoting disrespect for religions applies only to “current real-world” religions. This covers not only the religions but its practices and the groups affiliated with those religions and practices. This is perhaps the area of most concern to publishers in that many publishers who are creating products for d20 Modern or for fantasy versions of actual, current settings (or near past settings) could run afoul of this restriction. This is one of the few times where contacting Wizards of the Coast ahead of publication would be warranted to discuss whether an anticipated product is violative of the license restriction.

A Covered Product can not endorse or promote any specific religion or religious practice.

“Endorse or promote” any specific religion or religious practice: No product can endorse or promote any specific religion or religious practice. Note that this provision does not restrict itself to only “current real-world” religions. Apparently, this restriction prohibits endorsing or promoting any specific religion or practice whether it is current or real-world or otherwise.

Compliance Suggestion and Discussion: Generally, this area will not be one of any concern so long as publishers use fictional groups and religions. To one group of publishers, however—those dealing with modern settings or historical settings that involve existing real-world races and religions—this restriction may pose a major hurdle. If you are one of the latter group, contact Wizards for approval or consider using the OGL but not the d20 STL. Otherwise, simply make sure any and all groups and religions you use are either ancient and not current or not real.

2. Review

The new license terms also include the ability of Wizards of the Coast to review your product.

4. Quality Standards

In order to assure the foregoing standard and quality requirements, **Wizards of the Coast shall have the right, upon notice to You, to review and inspect all material released by You that uses the Licensed**

Articles. You shall fully cooperate with Wizards of the Coast to facilitate such review and inspection, including timely provision of copies of all such materials to Wizards of the Coast. Wizards of the Coast may terminate this License immediately upon attempted notice to you if it deems, in its sole discretion, that your use of the Licensed Articles does not meet the above standards.

No time limitation: One concern is that there is no time limit expressly stated in the above text. Such a review could come long after you go to press and long after staff change at Wizards of the Coast bringing in people more interested in enforcing the restrictions more closely. This is a source of some consternation for publishers, given the constantly changing staff at Wizards.

“Released” implies no pre-press review: The language above says Wizards my review “material released by you,” meaning they cannot review material not yet released. One concern of publishers, which the text itself contradicts, is that Wizards could demand to review your product prior to release, delaying your release date. The specific text of the license seems to refute that.

“Sole discretion”: This is the most problematic provision though it is not an uncommon license term.

“Terminate” versus “breach”: Interestingly, the above language says the license may be terminated in Wizards’ sole discretion. It does not mention the normal breach and cure provision of the d20 STL. The normal breach and cure language is as follows:

5. Termination for Breach

In the event that You fail to comply with the terms of this License or the d20 System Guide, You will be considered to be in breach of this License. Wizards of the Coast will attempt to notify you in writing by sending a letter to the address listed on the most recent Confirmation Card on file, if any. You will have 30 days from the date of the notice (the "cure period") to cure the breach to the satisfaction of Wizards of the Coast. If no Confirmation Card is on file, you will be considered to be in breach of this License immediately. If, at the end of the cure period, the breach is not cured, Wizards of the Coast may terminate this License without further written notice to You.

It appears that the language in the new restrictions creates a new immediate termination provision that does not provide any time for cure. This is perhaps a small conflict in the terms of the license. It is, therefore, unclear if there is a time allowed for cure for violation of the Quality Standards provisions. It may be that there is no time for cure for such violations, with cure only applying to violations not related to Quality Standards violations.

Effects of Termination: These remain the same, and are harsh. If the license is terminated you must destroy ALL material bearing the d20 logo. In other words, if any product causes termination you must destroy ALL d20 stock you have. This is not a product-by-product license. It is between you and Wizards and once terminated you may

not use it again (unless they allow it) and must destroy all content you have bearing the logo.

3. Font Size

The new version of the license also provides a font restriction to avoid licensees from printing the term “Dungeons & Dragons” or any other terms that are mandatory under the license in an extraordinarily large font. This restriction limits licensees to 10 to 12 point font for the mandatory and permitted trademark use.

See the various sections of the Guide that detail the use of trademarks for more on this. Relevant excerpts from the Guide are contained in Appendix B.

CONCLUSION

Though the license includes a number of new content restrictions, when analyzed there are very few areas that should concern most publishers given the type of products released in the prior three year history of d20 products. Some publishers, particularly those dealing with real world settings—because they may reference existing real-world groups and religions—have a greater chance of being impacted by the license. Other than the nudity restrictions, in general fantasy products referring to fictional groups and religions will not run afoul of the license.

There are a number of concerns.

1. There is no limit on the review period. This is particularly problematic given the frequency of the “changing of the guard” at Wizards of the Coast, allowing a new team to change how it views violations.
2. The license is not product-by-product, meaning one violating product can shut a publisher down for ALL d20 products.
3. There appears to be a different termination provision for content restriction violations that does not allow for cure.
4. There is no formalized review system for prior consent and approval. If Wizards of the Coast is going to impose this post-publication review it seems only fair that we be allowed to seek pre-publication approval.

These concerns can be addressed and hopefully the license can be modified to address the concerns and thereby reduce the risk of using the license.

Hopefully this document has provided some greater clarification of the changes in the license terms and can serve as a base for further discussion of the various changes.

--Clark Peterson

APPENDIX A: D20 STL VERSION 5.0

THE D20 SYSTEM TRADEMARK LICENSE VERSION 5.0

By downloading the enclosed graphic files and/or by returning the Confirmation Card as presented in the file "card.pdf," the Licensee ("You") accept to be bound by the following terms and conditions:

1. Copyright & Trademark

Wizards of the Coast, Inc. retains title and ownership of the d20 System trademark logos, the d20 System trademark, and all other copyrights and trademarks claimed by Wizards of the Coast in The Official Wizards of the Coast d20 System Trademark Guide found at (the "d20 System Guide"), incorporated here by reference.

2. License to use

You are hereby granted the non-transferable, non-exclusive, non-sublicensable, 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.

3. Agreement not to Contest

By making use of and/or distributing material using the d20 System trademark under the terms of this License, You agree not to contest the ownership of the Licensed Articles.

4. Quality Standards

The nature of all material You use or distribute that incorporates the Licensed Articles must comply with all applicable laws and regulations, as well as community standards of decency, as further described in the d20 System Guide. You must use Your best efforts to preserve the high standard and goodwill of the Licensed Trademarks. In order to assure the foregoing standard and quality requirements, Wizards of the Coast shall have the right, upon notice to You, to review and inspect all material released by You that uses the Licensed Articles. You shall fully cooperate with Wizards of the Coast to facilitate such review and inspection, including timely provision of copies of all such materials to Wizards of the Coast. Wizards of the Coast may terminate this License immediately upon attempted notice to you if it deems, in its sole discretion, that your use of the Licensed Articles does not meet the above standards.

5. Termination for Breach

In the event that You fail to comply with the terms of this License or the d20 System Guide, You will be considered to be in breach of this License. Wizards of the Coast will attempt to notify you in writing by sending a letter to the address listed on the most recent Confirmation Card on file, if any. You will have 30 days from the date of the notice (the "cure period") to cure the breach to the satisfaction of Wizards of the Coast. If no Confirmation Card is on file, you will be considered to be in breach of this License immediately. If, at the end of the cure period, the breach is not cured, Wizards of the Coast may terminate this License without further written notice to You.

6. Effects of Termination

Upon termination, You shall immediately stop all use of the Licensed Articles and will destroy any inventory or marketing material in Your possession bearing the d20 System trademark logos. You will remove any use of the d20 System trademark logos from your advertising, web site, letterhead, or any other use. You must instruct any company or individual that You are or become aware of who is in possession of any materials distributed by You bearing the d20 System trademark logos to destroy those materials. You will solely bear any costs related to carrying out this term of the License.

7. Penalty for Failure to Comply with Termination Instructions

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.

8. Updates

Wizards of the Coast may issue updates and/or new releases of the d20 System trademark logos without prior notice. You will, at the earliest possible opportunity, update all material distributed by You to use the updated and/or new version of the d20 System trademark logos. You may continue to distribute any pre-existing material that bears an older version of the d20 System trademark logo.

9. Changes to Terms of the License

Wizards of the Coast may issue updates and/or revisions to this License without prior notice. You will conform in all respects to the updated or revised terms of this License. Subsequent versions of this License will bear a different version number.

10. Updates of Licensee information

You may transmit an updated version of the "card.pdf" Confirmation Card at any time to Wizards of the Coast.

11. Notices to Licensor:

Wizards of the Coast
c/o Publishing Division
Attn: Roleplaying Games Department
PO Box 707
Renton, WA 98057-0707

12. No maintenance or support

Wizards of the Coast shall have no obligation whatsoever to provide You with any kind of maintenance or support in relation to the d20 System trademark logos.

13. No Warranty / Disclaimer

THE D20 SYSTEM TRADEMARK LOGO FILES ARE MADE AVAILABLE ON AN "AS IS" BASIS. WIZARDS OF THE COAST DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, AS TO THE FITNESS FOR A PARTICULAR PURPOSE, USE OR MERCHANTABILITY. WIZARDS OF THE COAST MAKES NO REPRESENTATION OR WARRANTY THAT THE D20 SYSTEM TRADEMARK LOGO FILES ARE ERROR-FREE.

APPENDIX B: EXCERPT FROM D20 SYSTEM GUIDE VERSION 4.0

Introduction:

This d20 System Trademark Guide ("Guide") describes a set of rules for the correct use of the d20 System logo, (the "d20 System Logo") and includes the content restrictions and limitations that you agree to abide by when using the d20 System trademark.

Per the terms of the d20 System License version 5.0, ("License"), incorporated herein by reference, you agree to abide by all the terms and conditions described in this Guide.

These instructions supercede any previous instructions for the use of the Licensed Articles and determine the way in which they are to be utilized.

Licensees are entitled to display and use the d20 System Logo in accordance with these guidelines read together with the d20 System License version 5.0.

Conditions of Publication:

This document is subject to change without notice. If updated or revised, new versions of this guide will contain a different version number.

Warning:

This document will mainly be distributed as a .rtf file. This could result in some unreadable parts/characters due to unavailable character sets on the viewing platform and/or due to limitations of the printer used.

Contact Addresses:

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Attn: Roleplaying Games Department
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Renton, WA 98057-0707
(425) 226-6500
www.wizards.com/d20

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- The d20 System Trademark logo
- The trademark "d20 System"
- Dungeons & Dragons
- The Dungeons & Dragons logo
- d20 Modern
- The d20 Modern logo
- Wizards of the Coast

By accepting the terms of the License and this Guide, you agree not to contest Wizards of the Coast's ownership of the Licensed Articles. You further agree and accept that the above enumerated Licensed Articles constitute Product Identity as that term is defined in the Open Gaming License version 1.0a, incorporated herein by reference thereto.

The use of any other company's trademark or copyright in this guide is not intended as a challenge to the ownership of those trademarks or copyrights.

[PORTION OMITTED, REFER TO FULL COPY OF LICENSE FOR FULL TEXT]

Definition of Character Creation:

Character creation means the process of generating and assigning initial scores to abilities, selecting a race, selecting a starting class, assigning initial skill points, selecting initial feats, selecting initial talents, selecting an occupation, and picking an initial alignment. You may, at your option, refer readers to the section on Character Creation in the *Dungeons & Dragons* Player's Handbook or *d20 Modern* Roleplaying Game, including references to any of the named steps in the process for character creation. Any such references may be in text only, and may not appear in a font size larger than 12-point.

You may, per this paragraph, indicate that a player should use a race, class, ability, etc., presented in a Covered Product in addition to, or exclusive of, those presented in the *Dungeons & Dragons* Player's Handbook or *d20 Modern* Roleplaying Game. In no way should this paragraph be construed to allow you to present the process for creating a character as defined in the previous paragraph. Character creation does not include creating or modifying the description of a race, a class, a skill, a talent or a feat.

Definition of Applying the effects of Experience to a Character:

Applying the effects of Experience to a Character means the process for comparing the accumulated experience point total of a character to a chart to determine if the character's level should be incremented. If the experience level of a character exceeds threshold values as defined by the chart, the character is modified in a specified fashion.

Specifically, Applying the effects of Experience to a Character means incrementing the character level of a character by incrementing a class level by one rank, or by adding a new class at first level, and describing how to allocate new skill points, select new feats, select new talents, or gain new class-level linked abilities.

Applying the effects of Experience to a Character does not include creating or modifying an experience point chart or defining a new class (including describing what benefits that class provides at each level).

Quality Standards

In determining whether a product complies with community standards of decency, Wizards of the Coast uses, but is not limited to the following. Notwithstanding the foregoing, Wizards of the Coast reserves the right to determine, in its sole discretion, whether a product complies with community standards of decency.

Violence and Gore – Descriptions of combat are acceptable in a Covered Product. However art or text depicting excessively graphic violence or gore is not acceptable.

Sexual Themes - Sexual situations—including abuse and pornography—may not appear graphically in art or text. When depicting the human form—or creatures possessing humaniform features—gratuitous nudity, the depiction of genitalia, bare female nipples, and sexual or bathroom activity is not acceptable. While sensuality and sexuality may appear in a Covered Product, it must not be the focus nor can it be salacious in nature.

Prejudice - Covered Products can not depict existing real-world minorities, nationalities, social castes, religious groups, genders, lifestyle preferences, or people with disabilities as a group inferior to any other group. Current, real-world religions and religious groups and/or practices will not be portrayed in any way that promotes disrespect for these religions or their participants. A Covered Product can not endorse or promote any specific religion or religious practice.

Mandatory Restrictions:

No Covered Product may contain rules or instructions of any kind that:

- Describe a process for Creating a Character
- Describe a process for Applying the Effects of Experience to a Character

No Covered Product may change or extend the definition of any Defined Game Term as enumerated in this Guide.

No Covered Product may include “Miniatures.”

No Covered Product may use the term “Core Book” on its cover, title, advertising, or self-reference.

No Covered Product may be an "Interactive Game" as defined in this Guide.

Mandatory Requirements:

All Covered Products must comply with Quality Standards as described above and in the d20 System License.

A minimum of 5% of the text (word count or letter count) of a Covered Product must be Open Game Content and must comply with the terms of the Open Gaming License version 1.0a.

All Covered Products must display the d20 System logo in a size of one inch in width by one inch in height, or in the specific case of an ASCII text file, include the words "A d20 System Licensed Product"; provided such words may not appear in a font size smaller than 10-point or larger than 12-point.

All Covered Products must include the following text in a reasonably legible font and color, with a font size no smaller than 10-point and no larger than 12-point:

'd20 System' and the 'd20 System' logo are trademarks of Wizards of the Coast, Inc. and are used according to the terms of the d20 System License version 5.0. A copy of this License can be found at www.wizards.com/d20.

Permission is granted to translate this text into a non-English language, provided that the English text is also included, and that the translated text is identified as non-official.

Trademark Use in Marketing:

Permission is granted to use the d20 System Logo for the purposes of marketing a Covered Product.

When doing so, the marketing content must include the following text in a reasonably legible font and color, with a font size no smaller than 10-point and no larger than 12-point:

'd20 System' and the d20 System logo are trademarks of Wizards of the Coast, Inc. in the United States and other countries and are used with permission.

You may also use the text described in the "Mandatory Trademark Use" section in your marketing materials, provided that you also include the appropriate trademark ownership statement provided in that section as well.

Permission is granted to translate this text into a non-English language, provided that the English text is also included, and that the translated text is identified as non-official.

Mandatory Trademark Use:

You must include, in a reasonably legible font and color, with a font size no smaller than 10-point and no larger than 12-point, on the cover or back cover (or title page of works without covers) of the Covered Product, one or more of the following text blocks:

"Requires the use of the Dungeons & Dragons Player's Handbook, Third Edition, published by Wizards of the Coast, Inc."

or

"Requires the use of the Dungeons & Dragons, Third Edition Core Books, published by Wizards of the Coast, Inc."

or

"Requires the use of the Dungeons & Dragons, Third Edition Core Books, and the Psionics Handbook, published by Wizards of the Coast, Inc."

or

"Requires the use of the d20 Modern Roleplaying Game, published by Wizards of the Coast, Inc."

or

"Requires the use of a Roleplaying Game Core Book published by Wizards of the Coast, Inc."

If you incorporate material from the revised Dungeons & Dragons game (v.3.5) you may use this text instead on the cover, back cover, or title page of the Covered Product, in a reasonably legible font and color, with a font size no smaller than 10-point and no larger than 12-point:

"Requires the use of the Dungeons & Dragons Player's Handbook, published by Wizards of the Coast, Inc. This product utilizes updated material from the v.3.5 revision."

Elsewhere in the work you must include the following legal text in a reasonably legible font and color, with a font size no smaller than 10-point and no larger than 12-point:

"Dungeons & Dragons and Wizards of the Coast are trademarks of Wizards of the Coast, Inc. in the United States and other countries and are used with permission."

or

"d20 Modern and Wizards of the Coast are trademarks of Wizards of the Coast, Inc. in the United States and other countries and are used with permission."

or

"d20 Modern, Dungeons & Dragons, and Wizards of the Coast are trademarks of Wizards of the Coast, Inc. in the United States and other countries and are used with permission."

If you do not use "Dungeons & Dragons" or "d20 Modern" anywhere in the work, you may instead use the following legal text:

"Wizards of the Coast is a trademark of Wizards of the Coast, Inc. in the United States and other countries and is used with permission."

Permission is granted to translate this text into a non-English language, provided that the English text is also included, and that the translated text is identified as non-official.

Restricted Trademark Use:

Except as described in the sections titled "Trademark Use in Marketing" and "Mandatory Trademark Use", you may not use the Dungeons & Dragons, d20 Modern, d20 System, or Wizards of the Coast trademarks in advertising or in any marketing in support of the Covered Product, or in any other use in conjunction with a Covered Product.

d20 System Trademark Logo Usage Requirements:

You may not alter the color, typography or design of the d20 System Logo, nor stretch or distort the dimensions. You may not allow any part of the Logo to be overprinted by another graphic. The d20 System Logo must be reproduced at least once at a size no smaller than one inch in width by one inch in height.

Additional reproductions of the d20 System Logo may be smaller than one inch by one inch.

Citations of other Wizards of the Coast products in Covered Works:

You may refer to the *Player's Handbook* by title or as the PHB. You may refer to the *Dungeon Master's Guide* only as the DMG and the *Monster Manual* only as the MM. You may refer to the *Psionics Handbook* only by title. You may refer to the *d20 Modern Roleplaying Game* only by title. You must not cite page number references, because pagination may change in future printings. You may cite chapter, heading, and subheading titles from the PHB, the DMG, the MM, the *Psionics Handbook*, or the *d20 Modern Roleplaying Game*. If it is necessary to distinguish between versions you may place "v.3.0" or "v.3.5" after the product's title or abbreviation. The above references may not appear in a font size larger than 12-point.

Example:

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