

WIN PARTICIPATION CONDITIONS

What is WIN?

1. The Winning Innovations Network Program ("WIN") is an innovation program which rewards employees for exceptional ideas in the automotive sector which they share with Magna (Magna International Europe GmbH and companies affiliated to Magna pursuant to Section 228 (3) of the Austrian Commercial Code) ("idea").

Who can participate?

2. Any full-time or part-time member of staff who is employed at Magna (see point 1.) and agrees to these participation conditions ("participant").
3. Participation in WIN is only possible if a person agrees to the present participation conditions. The participant gives their express consent to their personal data being used by Magna, which can be revoked at any time, the revocation making any further use of the data illegal. The participant gives their express consent to the trans border transmission or committing of their personal data. It goes without saying that Magna shall treat the participant's personal data as strictly confidential and shall use it only for the purpose of participation and in compliance with the relevant provisions of data protection law.

What ideas are not eligible for a monetary reward?

4. If the idea submitter is working, as part of his work at Magna, at this specific project the WIN idea refers to, the submitted WIN idea is ineligible for a monetary reward.

When can ideas be submitted?

5. WIN is a continuous initiative without any specific final deadline. In general terms, it is therefore possible to participate at any time and without having to meet any particular submission deadlines (but point 6. must be noted). Agreement to the participation conditions is provided when the first idea is submitted; separate agreement is therefore not required for any subsequent submission; the participation conditions also cover the ideas which are submitted at a later date.
6. There is only a restriction on the period of time for the submission of ideas for what are known as the "calls". In the case of a call, ideas are gathered in relation to a very specific topic (for example mobility of the future) and assessed. The submission deadlines are notified separately here.
7. Magna reserves the right to end WIN at any time. Magna shall be entitled to examine the idea comprehensively and without any restriction on disclosure. Such examination shall not produce any obligation on the part of Magna to implement or utilize the idea.

How can I participate?

8. The specific options for participation are set out on the homepage [win.magna.com](http://winidea.magna.com) and on the folders and posters. The idea can be submitted on <http://winidea.magna.com>.

What happens to the idea?

9. Magna reserves the right to reject the idea at any time without giving a reason for doing so. If the idea is interesting from Magna's point of view, the participant shall be notified about this.
10. Initially, the idea shall be examined ("prefiltering") for specific exclusion criteria (e.g. already published, not possible from a legal standpoint, etc.). The idea shall then be passed on to specialists and assessed in specific detail to determine whether it is feasible ("expert assessment"). Ideas that have passed this evaluation are transferred to Magna's Innovation Development Process (IDP).
11. Based upon the progress of the idea through the IDP, monetary rewards are given. If the idea successfully passes gate 1 and reaches phase 1 of the IDP, the reward is 1,000 USD (net). Once the idea reaches phase 2 and the idea passed gate 2, the reward is 5,000 USD (net).
12. It is explicitly pointed out that participation is not automatically deemed to constitute notification of an invention. Employee inventions should continue to be reported to the relevant patent departments or the person responsible for patents at your employer or to the management team. More details about this are provided from point 18 ff.
13. The process sequence of WIN may be changed by Magna at any time.

Who does the idea belong to?

14. A fundamental distinction is made between (i) an idea which the employee has generated as part of his/her work at Magna and using Magna's resources ("Magna idea") and (ii) an idea which was generated exclusively without the use of any of Magna's resources and outside of working hours ("employee idea").
15. When the idea is submitted, all rights associated with it, provided that this is legally permitted, shall be transferred without any restriction in terms of object, time and place and with regard to the type of use to Magna, and specifically regardless of whether or not any TOP ideas have actually been selected and received an award. If further assistance from the participant should be required for the transfer of rights, this person shall perform the actions which are required accordingly. Depending on whether the idea is a Magna idea or an employee idea, an additional agreement may be made.
16. An integral part of any agreement which is to be made must be that Magna may utilize the idea exclusively and without restriction. This agreement may also offer an appropriate level of remuneration, in the form of a stake, reward, etc. This remuneration is irrespective of point 11.
17. The participants may not apply for or register any trademarks, companies, domain names, etc. related to the idea themselves or through third parties without obtaining prior written consent from Magna. In the event of any contravention, the participants shall be obliged to transfer these rights to Magna at their own expense and without any other compensation at the first request.

Patentable employee inventions (including utility models):

18. If the idea which is submitted is a patentable employee invention (including utility model right) of the participant, the following supplementary provisions apply:
19. If the participant has not already reported their employee invention (including utility model right) to the relevant patent department or the relevant person responsible for patents at their employer or to the management team prior to submitting it as an idea to WIN, they must rectify this by no later than the day of submission to WIN with explicit reference to the fact that in their opinion the submitted idea is a patentable employee invention (including utility model). It is therefore explicitly pointed out that the submission of the idea to WIN does not in itself yet constitute notification of a patentable employee invention (including utility model) from the participant and therefore the period of time set for the employer to respond on whether to accept the invention shall only commence on the day on which the participant has reported the patentable employee invention (including utility model) to the relevant patent department or the relevant person responsible for patents at their employer or to the management team.
20. If the participant submits a patentable employee invention (including utility model) as an idea, the participant shall be obliged to maintain absolute secrecy in respect of the invention, with liability to pay compensation if they do.
21. The prize amount awarded in accordance with point 9. and 10. is to be credited against any statutorily envisaged appropriate special remuneration for the inventions which are submitted.

Final provisions

22. Where it is legally permitted, any liability for direct or indirect damage is excluded. In particular, Magna does not accept any liability and rejects all claims for compensation in the event of non-availability or a fault of the system or individual functions, publication or deletion of data and for the actual identity of a user, the accuracy and completeness of the information on these pages.
23. Magna reserves the right to amend these participation conditions at any time and without specifying reasons for doing so. The participants shall be notified about the amended participation conditions by Magna, may object to the amendment to the participation conditions in writing within three weeks and are further advised that a failure to comment on the amended participation conditions shall be deemed to constitute consent to them. In the event that an objection is raised within the deadline period, the previous participation conditions shall apply.
24. If one provision in these participation conditions is ineffective, the other provisions shall remain unaffected by this. The ineffective provision shall be replaced by one which represents the closest approximation in commercial terms to the sense and purpose of the ineffective provision in a legally effective way. The same applies to any possible regulatory loopholes.
25. All of the texts, images and other works published on the website are subject to the copyright of Magna. Any reproduction, processing, storage, communication, transmission and playback or forwarding of the content is explicitly prohibited without the written permission of Magna.
26. These participation conditions and any legal disputes arising from the participation in WIN shall be governed by Austrian law, with the exception of the reference norms of international private law to foreign law. The place of jurisdiction is Vienna. Subject to amendments. There is no right of appeal.