

WIN GLOBAL PARTICIPATION CONDITIONS

What is WIN?

1. The WIN Global program ("WIN Global") is an innovation program which rewards employees for exceptional ideas in the automotive or non-automotive sector which they share with Magna (Magna International Europe AG 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"). Members of the WIN team and of the WIN jury as well as first and second degree relatives by blood or marriage are excluded from participating.
3. Participation in WIN Global 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 transborder 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.

When can ideas be submitted?

4. WIN Global 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 5. 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.
5. 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.
6. Magna reserves the right to end WIN Global 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?

7. The specific options for participation are set out on the homepage win.magna.com and on the folders and posters. The idea can therefore be submitted in the following ways:
 - At <http://win.magna.intranet> or <http://win.magna.com>
 - By sending an e-mail to win@magna.com
 - By sending a fax to +43 2253 600 91180

What happens to the idea?

8. 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.
9. 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 ("specialist assessment"). The best ideas shall be passed on to the WIN jury. The WIN jury has the opportunity once a year to select the best ideas ("TOP ideas") and to pay out prizes for them, but it is not obliged to do so.
10. The specific amount of prize money shall depend on the respective positioning of the individual TOP idea selected within the TOP ideas which are selected in accordance with point 9., with the positioning in turn depending on the extent to which the TOP idea is commercially exploitable, utilizable or valuable in some other way for Magna. The maximum prize sum which may be paid out for each individual TOP idea selected is EUR 3,000.00 (net). The positioning of the individual TOP ideas selected and the decision on the individual prize sums awarded shall be at the sole discretion of the WIN jury.
11. 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 17 ff.
12. The process sequence of WIN Global may be changed by Magna at any time.

Who does the idea belong to?

13. 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").
14. 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.
15. 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 10.
16. 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):

17. If the idea which is submitted is a patentable employee invention (including utility model right) of the participant, the following supplementary provisions apply:
18. 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 Global, they must rectify this by no later than the day of submission to WIN Global 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 Global 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.
19. 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.
20. The prize amount awarded in accordance with point 8. and 9. is to be credited against any statutorily envisaged appropriate special remuneration for the inventions which are submitted.

Final provisions

21. 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.
22. 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.
23. 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.
24. 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.
25. These participation conditions and any legal disputes arising from the participation in WIN Global 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.