UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

Form 10-K/A
(Amend

Except as described above, this Form 10-K/A does not amend, update or change any other items or disclosures in the Form 10-K, including any of the financial information disclosed in Parts II and IV of the Form 10-K, and does not purport to reflect any information or events subsequent to the filing thereof.

We refer to Liberty Interactive Corporation as "Liberty Interactive," "us," "we" and "our" in this report.

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LIBERTY INTERACTIVE CORPORATION
2011 ANNUAL REPORT ON FORM 10-K/A
(Amendment No. 1)

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Name	Positions
	February 2006. Mr. Maffei has served as a director and the President and Chief Executive Officer of Liberty Media since May 2007. Prior to joining our company, Mr. Maffei served as President and Chief Financial Officer of Oracle Corporation during 2005 and as Chairman and Chief Executive Officer of 360networks Corporation from 2000 until 2005. Previously, Mr. Maffei was the - 60netwo ίιhe P

Age: **70**

A director of our company.

Professional Background: Mr. Rapley has served as a director of our company since July 2002, having previously served as a director during 1994. Mr. Rapley founded Rapley Engineering Services, Inc. (**RESI**) and served as its CEO and President from 1985 to 1998. Mr. Rapley also served as Executive Vice President of Engineering of VECO Corp. Alaska (a company that acquired RESI in 1998) from January 1998 to December 2001. Mr. Rapley has served as the President and Chief Executive Officer of Rapley Consulting, Inc. since January 2000.

Other Public Company Directorships: Mr. Rapley has served as a director Liberty Media since September 2011. He has served as a director of LGI since June 2005 and served as a director of its predecessor, LMI, from May 2004 to June 2005.

Board Membership Qualifications: Mr. Rapley brings to our board the unique perspective of his lifelong career as an engineer. The industries in which our company compete are heavily dependent on technology, which continue(es (ues

aggregate voting power present and entitled to vote on our say-on-pay proposal approved, on an advisory basis, our executive compensation, as disclosed in our proxy statement for our 2011 annual meeting of stockholders. The compensation committee did not implement any material changes to our executive compensation program as a result of this vote.

Services Agreement

In connection with the split-off of Liberty Media from our company (the**LMC Split-Off**), we entered into a services agreement with Liberty Media pursuant to which we compensate Liberty Media for the portion of the salary and other cash compensation Liberty Media pays to our employees, including the named executive officers (except Mr. George), that is allocable to our company for time spent by each such employee on matters related to our company. The allocable percentages of time spent performing services for Liberty Media, on the one hand, and our company, on the other hand, are evaluated semi-annually for reasonableness. The compensation information included in the "Summary Compensation Table" below (other than with respect to Mr. George, whose cash compensation is paid directly by QVC) includes the portion of the compensation paid by Liberty Media to the named executive officers that is allocable to our company and for which we have reimbursed Liberty Media and does not include the portion of any compensation allocable to Liberty Media under the services agreement. For the period between September 24, 2011 (the day after the LMC Split-Off) through December 31, 2011, the percentage of each such named executive officer's time that was allocated to our company was: 30% as to Messrs. Maffei and Tanabe; 40% as to Messrs. Rosenthaler and Shean; and 10% as to Mr. Flowers. Notwithstanding the services agreement, each of Liberty Media and Liberty Interactive directly paid its allocable portion of each such named executive officers' performance-based bonus to its respective named executive officers. See "—Elements of 2011 Executive Compensation—2011 Performance-based Bonuses" below.

Composition of our Named Executive Officers

In connection with the LMC Split-Off, our board determined to include Michael A. George, President and Chief Executive Officer of QVC, as an executive officer of our company. As a result, Mr. George became a named executive officer of our company for the year ended December 31, 2011.

Also, in the last quarter of 2011, David J.A. Flowers ceased to serve as our principal financial officer and treasurer, even though he remains with our company as a Senior Vice President. At that time, Christopher W. Shean, a Senior Vice President of our company and our then-controller, became our principal financial officer, and another officer of our company became our treasurer. As a result of an re[illegible] n

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In developing the compensation packages for the named executive officers, the compensation committee considered the deductibility of executive compensation under Section 162(m) of the Code. That provision prohibits the deduction of compensation of more than $1 million paid to certain executives, subject to certain exceptions. One exception is for performance-based compensation, including stock options granted under the existing incentive plans or to be granted under the 2010 Incentive Plan. The compensation committee has not adopted a policy requiring all compensation to be deductible under Section 162(m) of the Code, in order to maintain flexibility in making compensation decisions. Portions of the compensation we pay to certain of the named executive officers may not be deductible due to the application of Section 162(m) of the Code.

Policy on Restatements

In those instances where we grant cash or equity-based incentive compensation, we include in the related agreement with the executive a c[illegible]

reflected in his 2009 compensation information above. Mr. Maffei entered into a separate agreement with our company with respect to certain of his equity awards (including his Multi-Year Award) in connection with the LMC Split-Off. See “—Executive Compensation Arrangements—Gregory B. Maffei—Agreement Regarding Lc cmp بن

restricted shares and unvested options and similar rights would vest in full unless Mr. Maffei is named the Ch were eligible to participate in the Liberty Media Corporation 2006 Deferred Compensation Plan (as amended and restated, the **2006 deferred compensation plan**). In connection with the LMC Split-Off (pursuant to which employees of our company became employees of Liberty Media), Liberty Media assumed this plan and all obligations outstanding thereunder. Prior to the assumption of this plan by Liberty Media, each eligible officer of our company, including our Chief Executive Officer, principal financial officer and principal accounting officer, could elect to defer up to 50% of his annual base salary and the cash portion of his performance bonus under the 2006 deferred compensation plan. Elections were required to be made in advance of certain deadlines and could include (1) the selection of a payment date, which generally could not be later than 30 years from the end of the year in which the applicable compensation is initially deferred, and (2) the form of distribution, such as a lump-sum payment or substantially equal annual installments over two to five years. Compensation deferred under the 2006 deferred compensation plan earned interest at the rate of 9% per year, compounded quarterly at the end of each calendar quarter.

As a result of the assumption by Liberty Media of this plan, an officer of our company is only permitted to defer up to 50% of the portion of such officer's annual base salary and the portion of such officer's performance bonus, in each case, allocable to Liberty Media pursuant to the services agreement. Our officers are eth bolecermitted to t ec

Option Awards						
LINTA	62,500	—	16.97	7/31/13	—	—
LINTA	62,500	—	15.46	8/6/14	—	—
LINTA	65,000	—	18.54	8/2/12	—	—
LINTA	51,042	—	17.52	2/28/13	—	—
LINTA	68,100	—	24.06	3/29/14	—	—
LINTA	69,214	—	19.96	12/24/14	—	—
LINTA	129,770	51,909 (1)	2.91	12/16/15	—	—
LINTA	76,887	76,888 (4)	10.27	12/17/16	—	—
LINTA	—	665,405 (5)	14.62	3/19/20	—	—
Stock Awards						
LINTA	—	—	—	—	3,214 (3)	52,131

(1) Vests quarterly (based on original amount of grant) over 4 years from December 16, 2008 grant date.

(2) Vests 50% on December 17, 2013 and 50% on December 17, 2014.

(3) Vests quarterly (based on original amount of grant) over 3 years from December 17, 2009 grant date.

(4) Vests quarterly (based on original amount of grant) over 4 years from December 17, 2009 grant date.

(5) Vests one-third on June 30, 2013, one-third on June 30, 2014 and one-third on December 31, 2015.

(6) Vests semi-annually (based on original amount of grant) over 4 years from February 27, 2009 grant date.

(7) Vests semi-annually (based on original amount of grant) over 4 years from April 6, 2009 grant date.

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granted to each of Dr. Evan Malone and Mr. Romrell options to purchase 12,170 shares of LINTA at an exercise price equal to $15.31, which was the closing price of such stock on the grant date. The per share grant date fair value of these options for each director was $6.8998. The options will become exercisable on the second anniversary of the grant date, or on such earlier date that the grantee ceases to be a director because of death or disability, and will be terminated without becoming exercisable if the grantee resigns or is removed from the board before the vesting date. Once vested, the options will remain exercisable until the seventh anniversary of the grant date, or, if earlier, until the first business day following the first anniversary of the date the grantee ceases to be a director.

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John C. Malone

In connection with the merger of TCI and AT&T in 1999, an employment agreement between John C. Malone and TCI was assigned to our company. In connection with the LMC Split-Off, Mr. Malone's employment agreement (as amended) and his deferred compensation arrangements, as described below, were assumed by Liberty Media. The term of Mr. Malone's employment agreement is extended daily so that the remainder of the employment term is five years. The employment agreement was amended in June 1999 to provide for, among other things, an annual salary of $2,600, subject to increase with board approval. The employment agreement was amended in 2003 to provide for payment or reimbursement of personal expenses, including professional fees and other expenses incurred by Mr. Malone for estate, tax planning and other services, and for personal use of corporate aircraft and flight crew. The aggregate amount of such payments or reimbursements and the value of his personal use of corporate aircraft was originally limited to $500,000 per year but increased to $1 million effective January 1, 2007 by our compensation committee. Although the "Director Compensation Table" table below reflects the portion of the aggregate incremental cost of Mr. Malone's personal use of our corporate aircraft attributable to our company, the value of his aircraft use for purposes of his employment agreement is determined in accordance with SIFL, which aggregated $80,381 for use of the aircraft by our company and Liberty Media during the year ended December 31, 2011. The costs, calculated in accordance with SIFL, incurred with respect to Mr. Malone prior to the LMC Split-Off were paid by our company, and following the LMC Split-Off a portion of the costs, calculated in accordance with SIFL, incurred with respect to Mr. Malone were allocated to [illegible] reimbursed to Liberty Media under the services agreement. For the period between September 24, 2011 (the day after the LMC Split-Off) through December 31, 2011, [illegible]

Name	Title of Series	Amount and Nature of Benefici neeee dT		

(3) Includes restricted shares, none of which are vested, as follows:

	LINTA
Gregory B. Maffei	23,415
Michael A. George	153,572
M. Ian G. Gilchrist	8,540
Evan D. Malone	3,170
David E. Rapley	8,540
M. LaVoy Robison	8,540
Larry E. Romrell	3,170
Andrea L. Wong	11,775
Charles Y. Tanabe	4,860
David J.A. Flowers	2,854
Albert E. Rosenthaler	2,854
Christopher W. Shean	2,410
Total	233,700

(4) Includes beneficial ownership of shares that may be acquired upon exercise of, or which relate to, stock options and stock appreciation rights exercisable within 60 days after March 31, 2012.

	LINTA	LINTB
John C. Malone	819,493	450,000
Gregory B. Maffei	3,485,464	—
Michael A. George	1,016,447	—
Evan D. Malone	19,680	—
David E. Rapley	27,860	—
M. LaVoy Robison	43,860	—
Larry E. Romrell	43,860	—
Charles Y. Tanabe	442,740	—
David J.A. Flowers	625,221	—
Albert E. Rosenthaler	405,110	—
Christopher W. Shean	557,601	—
Total	7,487,336	450,000

(5) Includes 128,500 shares of LINTA and 458,946 shares of LINTB held by two trusts which are managed by an independent trustee, of which the beneficiaries are Mr. [illegible] Mr. Malone retains the right to substitute assets held by the trusts and has disclaimed beneficial ownership of the shares held by the trusts.

LINTA	247,320	$ 13.91	
LINTB	—		
Liberty Interactive Corporation 2007 Incentive Plan (As Amended and Restated Effective November 7, 2011)			4,734,766
LINTA	18,564,017	$ 11.50	
LINTB	—		
Eiberty Interactive Corporation 2010 Incentive Plan (As Amended and Restated Effective November 7, 2011) (3)			40,915,000
LINTA			

Media with respect to and resulting fro[illegible]ganiz[illegible] agreement also provides for mutual indemnification obligations, which are designed to make Liberty Media financially responsible for substan[illegible]or the liabilities [illegible]may exist relating to the businesses included in Liberty Media at the time of the LMC Split-Off together with certain other specified lia[illegible]berty Media after the LMC Split-Off, and to make Liberty Interactive financially responsible for all potential liabilities o[illegible]Media's businesses, including, for example, any liabilities arising as a result of Liberty Media having been a subsidiary of L[illegible]ac[illegible]ogether w[illegible]ertain other specified liabilities. These indemnification obligations exclude any matters relating to taxes. For a description of the allocatio[illegible]ed o[illegible]ns, ple[illegible]ee "—Tax Sharing Agreement" below.

In addition, the reorganization agreeme[illegible]ovides for each of[illegible]erty Interactive and Liberty Media to

preserve the confidentiality of all confidenti[illegible]proprietary infor[illegible]n of the other party for five years following the LMC Split-Off, subject to customary exceptions, including disclosures required by law, cour[illegible]er or government [illegible]ation.

Services Agreement

On September 2[illegible], [illegible]011, Liberty Interactive and Liberty Media entered into the services agreement, pursuant to which, following the LMC Split-Off, Liberty Media provides Liberty Interactive with specified services and benefi[illegible]

Exhibit 31.3

CERTIFICATION

I, Gregory B. Maffei, certify that:

1. I have reviewed this annual report on Form 10-K/A (this "**Report**") of Liberty Interactive Corporation; and

2. Based on my knowledge, this Report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this Report.

Date: April 30, 2012

/s/ Gregory B. Maffei

Gregory B. Maffei

Chief Executive Officer and President

Exhibit 31.4

CERTIFICATION

I, Christopher W. Shean, certify that:

1. I have reviewed this annual report on Form 10-K/A (this "**Report**") of Liberty Interactive Corporation; and

2. Based on my knowledge, this Report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with resd i