



Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power 30,959,751 shares
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	8.	Shared Voting Power None
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	9.	Sole Dispositive Power 30,959,751 shares
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	10.	Shared Dispositive Power None
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11.	Aggregate Amount Beneficially Owned by Each Reporting Person 30,959,751 shares	
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12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input checked="" type="checkbox"/> Excludes shares beneficially owned by the executive officers and directors of Liberty.	
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13.	Percent of Class Represented by Amount in Row (11) 21.8%. Assumes conversion of all shares of Class B Common Stock beneficially owned by the Reporting Person into shares of Common Stock. Because each share of Class B Common Stock generally is entitled to ten votes per share and each share of Common Stock is entitled to one vote per share, the Reporting Person may be deemed to beneficially own equity securities of the Company representing approximately 56.8% of the voting power of the Company. See Item 5.	
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14.	Type of Reporting Person (See Instructions) CO	
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1.	Names of Reporting Persons. I.R.S. Identification Nos. of above persons (entities only) Barry Diller	
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2.	Check the Appropriate Box if a Member of a Group (See Instructions)	
(a)	<input type="checkbox"/>	<hr/>
(b)	<input checked="" type="checkbox"/>	<hr/>
3.	SEC Use Only	
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4.	Source of Funds (See Instructions) Not Applicable	
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5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Item 2(d) or 2(e) <input type="checkbox"/>	
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6.	Citizenship or Place of Organization United States	
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	7.	Sole Voting Power Less than 5%
Number of Shares Beneficially Owned by Each Reporting Person With	8.	Shared Voting Power Less than 5%
	9.	Sole Dispositive Power Less than 5%
	10.	Shared Dispositive Power Less than 5%
11.	Aggregate Amount Beneficially Owned by Each Reporting Person Less than 5%	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input checked="" type="checkbox"/> Excludes shares beneficially owned by Diane Von Furstenberg, Mr. Diller's spouse.	
13.	Percent of Class Represented by Amount in Row (11) Less than 5%	
14.	Type of Reporting Person (See Instructions) IN	

**SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

**SCHEDULE 13D/A**  
Statement of

**LIBERTY INTERACTIVE CORPORATION**  
and  
**BARRY DILLER**

**Pursuant to Section 13(d) of the Securities Exchange Act of 1934**  
in respect of

**TRIPADVISOR, INC.**

This Report on Schedule 13D relates to the common stock, par value \$.001 per share (the "Common Stock"), of TripAdvisor, Inc., a Delaware corporation (the "Issuer" or the "Company"). The Report on Schedule 13D originally filed with the Commission by Liberty Interactive Corporation, a Delaware corporation ("Liberty"), and Mr. Barry Diller ("Mr. Diller") (each a "Reporting Person"), on December 30, 2011, as amended by Amendment No. 1 filed with the Commission on May 15, 2012 (the "Schedule 13D"), is hereby further amended and supplemented to include the information set forth herein. This amended statement on Schedule 13D/A (this "Amendment") constitutes Amendment No. 2 to the Schedule 13D, and is an exit filing for Mr. Diller. Capitalized terms not defined herein have the meanings given to such terms in the Schedule 13D.

Information contained herein with respect to each Reporting Person and its executive officers, directors and controlling persons is given solely by such Reporting Person, and no other Reporting Person has responsibility for the accuracy or completeness of information supplied by such other Reporting Person.

**Item 3. Source and Amount of Funds or Other Consideration**

The information contained in Item 3 of the Schedule 13D is hereby amended and supplemented by adding the following information:

On December 11, 2012, Liberty USA Holdings, LLC, a wholly-owned subsidiary of Liberty (the "Buyer"), purchased an aggregate of 4,799,848 shares of Common Stock (the "Purchased Shares") for an aggregate purchase price of \$299,990,500 from Mr. Diller, The Diller-von Furstenberg Family Foundation (the "Foundation") and the Revocable Trust under the Trust Agreement of the Arrow 1999 Trust (the "Trust" and, together with Mr. Diller and the Foundation, the "Sellers"), pursuant to a Stock Purchase Agreement, dated as of December 11, 2012 (the "Stock Purchase Agreement"), by and among the Buyer, the Sellers and, for the limited purposes stated therein, Liberty (the "Stock Purchase"). Liberty contributed available cash on hand to the Buyer to pay the aggregate purchase price for the Purchased Shares.

**Item 4. Purpose of the Transaction**



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STOCK PURCHASE AGREEMENT

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claims, liens and encumbrances arising under any agreement to which Buyer or any member of the Liberty Stockholder Group is a party) or restrictions on transfer under applicable federal and state securities laws;

(c) the representations and warranties of the other Sellers in Sections 1.2(b) and 1.2(c) are true and correct in all respects;

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(d) the information set forth on Schedule I attached hereto with respect to the Options (including the grant date and expiration date of, exercise price of, status as vested or unvested, and number of shares of Common Stock subject to each Option) and RSUs is true and correct in all respects, and such Options and RSUs constitute all options or obligations of the Company.

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(ii) require any consent, approval, order or authorization of or other action by any Governmental Entity or any registration, qualification, declaration or filing (other than those that have been obtained or made and any filings

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the distribution will be limited to the amount of cash or the fair market value of any property so distributed to such person.

5.6 Further Assurances. If, subsequent to the Closing Date, further documents are reasonably requested in order to carry out the provisions and purposes of this Agreement, the parties hereto shall execute and deliver such further documents.

SECTION 6. TERMINATION

6.1 Termination. This Agreement may be terminated and the transactions contemplated hereby may be abandoned at any time prior to the Closing:

(a) by mutual written consent of the Sellers and the Buyer;

(b) by Diller or the Buyer, if the Closing shall not have occurred before December 31, 2012, provided that the right to terminate this Agreement pursuant to this clause (b) shall not be available to (i) Diller in the event that a Seller's material breach of its

representations, warranties, covenants or agreements contained in this Agreement has resulted in the failure of the Closing to occur before such date, or (ii) the Buyer in the event that the Buyer's or Liberty's material breach of its representations, warranties, covenants or agreements contained in this Agreement has resulted in the failure of the Closing to occur before such date;

(c) by the Buyer if there has been a material breach by any Seller of any of its representations, warranties, covenants or agreements contained in this Agreement and such breach shall not have been cured within five (5) Business Days after written notice thereof shall have been received by the Sellers; and

(d) by Diller if there has been a material breach by the Buyer or Liberty of any of its representations, warranties, covenants or agreements contained in this Agreement and such breach shall not have been cured within five (5) Business Days after written notice thereof shall have been received by the Buyer.

6.2 Effect of Termination. In the event of any termination of this Agreement pursuant to Section 6.1, this Agreement shall be terminated, and there shall be no further ~~liability~~ (the

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SELLERS:

/s/ Barry Diller  
Barry Diller

THE DILLER FOUNDATION

By: /s/ Barry Diller  
Name: Barry Diller  
Title: President

By: /s/ Alex von Furstenberg  
Name: Alex von Furstenberg  
Title: Secretary

REVOCABLE TRUST UNDER THE TRUST AGREEMENT OF THE ARROW  
1999 TRUST

By: /s/ Barry Diller  
Name: Barry Diller  
Title: Trustee

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Solely for purposes of Sections 1.1(e), 1.3, 5.3(b)-(c) and 5.4 herein:

LIBERTY INTERACTIVE CORPORATION

By: /s/ Craig Troyer  
Name: Craig Troyer  
Title: Vice President

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Omitted Schedule

Schedule I to the Stock Purchase Agreement has not been provided herein. The Reporting Persons hereby undertake to furnish supplementally Schedule I to the Securities and Exchange Commission upon request.

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