



5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Item 2(d) or 2(e)

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6. Citizenship or Place of Organization  
Delaware

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7. Sole Voting Power  
20,016,167 shares

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Number of  
Shares  
Beneficially  
Owned by  
Each  
Reporting  
Person With

8. Shared Voting Power  
None

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9. Sole Dispositive Power  
20,016,167 shares

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10. Shared Dispositive Power

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This Report on Schedule 13D relates to the common stock, par value \$.01 per share (the "Common Stock"), of HSN, Inc., a Delaware corporation (the "Issuer"). The Schedule 13D originally filed with the Securities and Exchange Commission by Liberty Interactive Corporation (formerly, Liberty Media Corporation), a Delaware corporation (the "Reporting Person" or "Liberty"), on August 29, 2008, as amended by Amendment No. 1 thereto filed on May 21, 2009 and by Amendment No. 2 thereto filed on September 21, 2011 (as so amended, the "Liberty Schedule 13D"), is hereby further amended and supplemented to include the information set forth herein. This amended statement on Schedule 13D (the "Amendment") constitutes Amendment No. 3 to the Schedule

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On September 9, 2013, LILLC, sold to certain initial purchasers in a private offering \$400 million aggregate principal amount of the Debentures pursuant to the Purchase Agreement. On September 9, 2013, LILLC entered into the Supplemental Indenture, which provides for the issuance of the Debentures.

The Debentures are exchangeable, under certain circumstances, into cash, shares of Common Stock, or a combination thereof, at the discretion of Liberty. In addition, holders of Debentures may require Liberty to purchase their Debentures on October 5, 2016, in which case, Liberty may pay the purchase price in cash or, under certain circumstances, shares of Common Stock or a combination thereof, at the discretion of Liberty. Also, Liberty may, under certain circumstances, deliver shares of Common Stock as liquidated damages to certain holders of Common Stock received upon exchange or purchase of their Debentures. Subject to the terms and limitations of the Supplemental Indenture, Liberty will deliver shares of Common Stock upon exchange or purchase of the Debentures only if permitted by the Ph the mit l dieri d ue t ben lap

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Evan D. Malone	Director of Liberty
David E. Rapley	Director of Liberty
Larry E. Romrell	Director of Liberty
Michael A. George	Director of Liberty; President and Chief Executive Officer of QVC, Inc.
M. LaVoy Robison 1727 Tremont Place Denver, Colorado 80202	Director of Liberty
Richard N. Baer	Senior Vice President and General Counsel of Liberty
Albert E. Rosenthaler	Senior Vice President of Liberty
Christopher W. Shean	Senior Vice President and Chief Financial Officer of Liberty

**LIBERTY INTERACTIVE LLC**

and

**THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.**

Trustee

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**SEVENTEENTH SUPPLEMENTAL INDENTURE**

dated as of September 9, 2013

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“close of business” means 5:00 p.m. (New York City time).

“Closing Price” shall mean, with respect to any security on any date of determination, the closing sale price (or, if no closing sale price is reported, the last reported sale price) of such security on such date as reported in the composite transactions (or comparable system) for the principal United States national or regional securities exchange on which such security is listed or a recognized

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exchange of securities of a Reference Company or any Reference Company Successor with another corporation (other than any Common Equity Securities issued in connection with (A) a Reference Share Offer or (B) a statutory exchange of securities in which (x) the Reference Company is the continuing corporation and in which the Reference Shares outstanding immediately prior to the statutory exchange are not exchanged for cash, securities or other property of the Reference Company or another corporation or (y) an election is given as to the consideration to be received by a holder of Reference Shares); (vii) any Common Equity Securities issued with respect to a Reference Share in connection with any liquidation, dissolution or winding up of a Reference Shareholder; (viii) any Common Equity Securities issued with respect to a Reference Share in connection with any liquidation, dissolution or winding up of a Reference Shareholder. ©

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respect to the Reference Shares of the applicable Reference Company attributable to all Debentures that are Outstanding as of such special record date. If any Extraordinary Additional Distribution relates to any assets or other property that do not constitute Marketable Securities, then at least five Business Days prior to such Extraordinary Additional Distribution, the Company shall deliver to the Trustee: (i) a Board Resolution establishing the fair market value of the assets or other property, unless such fair market value is determined by a nationally recognized investment banking or appraisal firm, in which case the Company shall deliver to the Trustee the report of such firm and (ii) an Officers' Certificate setting forth (a) the exact amount of cash to be distributed on or with respect to the Reference Shares of the applicable Reference Company attributable to each Debenture that is Outstanding as of such special record date in respect of any assets or other property that is not publicly traded and (b) the total amount of cash to be distributed on or with respect to the Reference Shares of the applicable Reference Company attributable to all Debentures that are Outstanding as of such special record date in respect of any assets or other property that is not publicly traded. At or prior to 10:00 a.m., New York City time, on the date an Extraordinary Additional Distribution is to be made pursuant to Section 206(c), the Company shall deposit with the Trustee or with a Paying Agent the amount of the Extraordinary Additional Distribution. The Company shall issue a press release setting forth the amount per Debenture of any Extraordinary Additional Distribution, and shall deliver such press release to DTC for dissemination through the DTC broadcast facility, so long as the Debentures are in global form.

*Section 207. Registration, Transfer and Exchange*

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(III) the valuation period described in subsection (c)(iii) above shall be used if the Exchange Date occurs during the Redemption Notice Exchange Period, and such date is not during the First Redemption Date Exchange Period or the Maturity Date Exchange Period; and

(IV) the valuation period described in subsection (c)(iv) above shall be used if the Exchange Date occurs during a Fundamental Change Exchange Period and such date is not during the First Redemption Date Period or the Redemption Notice Exchange Period.

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(a) The Debentures shall be issued in the form of one or more global Debentures. The initial Depository for the global Debentures shall be DTC, and the depository arrangements shall be those employed by whoever shall be the Depository with respect to the Debentures from time to time. Debentures shall be offered and sold by the Initial Purchasers in reliance

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To transfer or assign this Debenture, fill in the form below:

I or we transfer and assign this Debenture to

(Insert assignee's tax I.D. number)

(Print or Type assignee's name, address and zip code)

and irrevocably appoint \_\_\_\_\_ agent to transfer this Debenture on the books of the Company. The agent may substitute another to act for him.

Date: \_\_\_\_\_ Your signature: \_\_\_\_\_

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**EXHIBIT B**

[FORM OF NOTICE OF EXCHANGE]

The Bank of New York Mellon Trust Company, N.A.  
101 Barclay Street  
New York, NY 10286

Re: 1% Exchangeable Senior Debentures due 2043 (the "Debentures")

Gentlemen:

The undersigned Holder of debentures hereby gives notice of its intention to exchange \$ \_\_\_\_\_ aggregate Original Principal Amount of Debentures.

If Reference Shares are to be delivered as part of this exchange, they should be delivered to:

If cash is to be paid as part of this exchange, it should be sent to:

Any communication to the Holder in connection with this exchange should be directed to:

Very truly yours,

[Name of Holder]

By: \_\_\_\_\_

Name:

Title:

Date of Notice of Exchange:

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