

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-A/A

Amendment No. 5 to Form 8-A
Originally Filed on November 23, 2007

FOR REGISTRATION OF CERTAIN CLASSES OF SECURITIES
PURSUANT TO SECTION 12(b) OR (g) OF THE
SECURITIES EXCHANGE ACT OF 1934

CTRIP.COM INTERNATIONAL, LTD.

(Exact name of registrant as specified in its charter)

Cayman Islands
(State of incorporation or organization)

Not Applicable
(I.R.S. Employer Identification No.)

99 Fu Quan Road, Shanghai 200335, People's Republic of China
(86 21) 3406 4880

(Address of principal executive offices, including Zip Code)

Securities to be registered pursuant to Section 12(b) of the Act:

**Title of each class
to be so registered**
Ordinary Share Purchase Rights *

**Name of each exchange on which
each class is to be registered**
The NASDAQ Stock Market LLC*

If this form relates to the registration of a class of securities pursuant to Section 12(b) of the Exchange Act and is effective pursuant to General Instruction A. (c), check the following box. x

If this form relates to the registration of a class of securities pursuant to Section 12(g) of the Exchange Act and is effective pursuant to General Instruction A. (d), check the following box. o

Securities Act registration statement file number to which this form relates: **Not Applicable** (if applicable)

Securities to be registered pursuant to Section 12(g) of the Act: **None.**

* Application to be made for listing, not for trading, but only in connection with the registration of American Depositary Shares pursuant to requirements of the Securities and Exchange Commission.

INFORMATION REQUIRED IN REGISTRATION STATEMENT

Item 1. Description of Registrant's Securities to be Registered.

Item 1 is hereby amended and supplemented by adding the following at the end thereof:

On December 23, 2015, the Registrant entered into a Fifth Amendment to the Rights Agreement dated as of November 23, 2007 (the "Rights Agreement"), as subsequently amended by a First Amendment dated August 7, 2014, a Second Amendment dated August 7, 2014, a Third Amendment dated May 29, 2015 and a Fourth Amendment dated October 26, 2015, between the Registrant and The Bank of New York Mellon (formerly known as The Bank of New York), as Rights Agent (the "Fifth Amendment"), for the purpose of amending the Rights Agreement to revise the definition of "Exempt Person" to read in full as follows:

(v) "Exempt Person" shall mean (i) the Company and any Subsidiary of the Company, in each case including in its fiduciary capacity, (ii) any employee benefit plan of the Company or of any Subsidiary of the Company or any entity or trustee holding shares of capital stock of the Company for or pursuant to the terms of any such plan, or for the purpose of funding other employee benefits for employees of the Company or any Subsidiary of the Company, (iii) The Priceline Group Inc. and any of its Subsidiaries or (iv) Baidu, Inc. and any of its Subsidiaries; provided, however, with respect to clause (iii) above, such Exempt Person shall be considered an Exempt Person by reason of any such clause only to the extent that the number of Ordinary Shares Beneficially Owned by such Exempt Person (excluding the number of American Depositary Shares or Ordinary Shares of the Company that are beneficially owned by The Priceline Group Inc. and/or any of its Subsidiaries due to any such Person's ownership or conversion of that certain note issued by the Company pursuant to a convertible note purchase agreement dated December 9, 2015 between the Company and Priceline Group Treasury Company B.V.) at all times does not exceed fifteen percent (15%) of the Ordinary Shares then outstanding in the aggregate; provided further, however, with respect to clause (iv) above, such Exempt Person shall be considered an Exempt Person by reason of any such clause only to the extent that the number of Ordinary Shares Beneficially Owned by such Exempt Person at all times does not exceed twenty-seven percent (27%) of the Ordinary Shares then outstanding in the aggregate. With respect to the Exempt Person in each of clauses (iii) and

(iv) above, such Person shall remain an Exempt Person to the extent the number of Ordinary Shares beneficially owned by such Person exceeds the applicable ownership cap as a result of a reduction in the number of Ordinary Shares outstanding due to the repurchase of Ordinary Shares by the Company (or any Subsidiary of the Company, any employee benefit plan of the Company or of any Subsidiary of the Company, or any Person or entity organized, appointed or established by the Company for or pursuant to the terms of any employee benefit plan) unless and until such Person, after becoming aware that such Person has exceeded the ownership cap set forth in clause (iii) or clause (iv), as applicable, acquires Beneficial Ownership of any additional Ordinary Shares.

Capitalized terms used above shall have the same meanings ascribed to them in the Rights Agreement, as amended. This summary description of the Fifth Amendment to the Rights Agreement does not purport to be complete and is qualified in its entirety by reference to the Fifth Amendment to the Rights Agreement, a copy of which is filed hereto as Exhibit 4.3, and is incorporated herein by reference.

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Item 2. Exhibits

<u>Exhibit No.</u>	<u>Description</u>
4.3	Fifth Amendment, dated as of December 23, 2015, to the Rights Agreement dated as of November 23, 2007, as amended (the "Rights Agreement") between the Registrant and The Bank of New York Mellon, as rights agent.

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SIGNATURE

Pursuant to the requirements of Section 12 of the Securities Exchange Act of 1934, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereto duly authorized.

Ctrip.com International, Ltd.

By: /s/ Cindy Xiaofan Wang
Name: Cindy Xiaofan Wang
Title: Chief Financial Officer

Dated: December 23, 2015

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FIFTH AMENDMENT TO THE RIGHTS AGREEMENT

FIFTH AMENDMENT (this "Amendment") dated as of December 23, 2015, to the RIGHTS AGREEMENT dated as of November 23, 2007 (the "Rights Agreement"), between Ctrip.com International, Ltd., a company incorporated with limited liability under the Cayman Islands Companies Law (the "Company"), and The Bank of New York Mellon (formerly known as The Bank of New York), a New York banking corporation (the "Rights Agent"), as amended by a First Amendment to the Rights Agreement dated as of August 7, 2014, entered into by and between the Company and the Rights Agent ("Amendment No. 1"), a Second Amendment to the Rights Agreement dated as of August 7, 2014, entered into by and between the Company and the Rights Agent ("Amendment No. 2"), a Third Amendment to the Rights Agreement dated as of May 29, 2015, entered into by and between the Company and the Rights Agent ("Amendment No. 3") and a Fourth Amendment to the Rights Agreement dated as of October 26, 2015 ("Amendment No. 4") and, together with Amendment No. 3, Amendment No. 2 and Amendment No. 1, the "Prior Amendments"). Capitalized terms used herein shall have the same meanings ascribed to them in the Rights Agreement, as amended.

WHEREAS the Company may, at its option, amend the Rights Agreement (subject to certain conditions including no adverse effect on the interests of the holders of Rights as such), without the approval of any holders of Rights, ADSs or Ordinary Shares pursuant to the provisions of Section 28 of the Rights Agreement;

WHEREAS the Rights Agent shall, if the Company so directs, amend any provision of the Rights Agreement pursuant to Section 28 of the Rights Agreement; and

WHEREAS the Board desires to revise the definition of "Exempt Person" in the Rights Agreement, and the Company desires to amend the corresponding provisions of the Rights Agreement as set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements set forth in the Rights Agreement, Prior Amendments and this Amendment, the parties hereto hereby agree as follows:

SECTION 1. Amendment of Section 1(v). Section 1(v) of the Rights Agreement is hereby amended and restated to read in its entirety as follows:

(v) "Exempt Person" shall mean (i) the Company and any Subsidiary of the Company, in each case including in its fiduciary capacity, (ii) any employee benefit plan of the Company or of any Subsidiary of the Company or any entity or trustee holding shares of capital stock of the Company for or pursuant to the terms of any such plan, or for the purpose of funding other employee benefits for employees of the Company or any Subsidiary of the Company, (iii) The Priceline Group Inc. and any of its Subsidiaries or (iv) Baidu, Inc. and any of its Subsidiaries; provided, however, with respect to clause (iii) above, such Exempt Person shall be considered an Exempt Person by reason of any such clause only to the extent that the number of Ordinary Shares Beneficially Owned by such Exempt Person (excluding the number of American Depositary Shares or Ordinary Shares of the Company that are beneficially owned by The Priceline Group Inc. and/or any of its Subsidiaries due to any such Person's ownership or conversion of that certain note issued by the Company pursuant to a convertible note purchase agreement dated December 9, 2015 between the Company and Priceline Group Treasury Company B.V.) at all times does not exceed fifteen percent (15%) of the Ordinary Shares then outstanding in the aggregate; provided further, however, with respect to clause (iv) above, such Exempt Person shall be considered an Exempt Person by reason of any such clause only to the extent that the number of Ordinary Shares Beneficially Owned by such Exempt Person at all times does not exceed twenty-seven percent (27%) of the Ordinary Shares then outstanding in the aggregate. With respect to the Exempt Person in each of clauses (iii) and (iv) above, such Person shall remain an Exempt Person to the extent the number of Ordinary Shares beneficially owned by such Person exceeds the applicable ownership cap as a result of a reduction in the number of Ordinary Shares outstanding due to the repurchase of Ordinary Shares by the Company (or any Subsidiary of the Company, any employee benefit plan of the Company or of any Subsidiary of the Company, or any Person or entity organized, appointed or established by the Company for or pursuant to the terms of any employee benefit plan) unless and until such Person, after becoming aware that such Person has exceeded the ownership cap set forth in clause (iii) or clause (iv), as applicable, acquires Beneficial Ownership of any additional Ordinary Shares.

SECTION 2. Full Force and Effect. Except as expressly amended hereby, the Rights Agreement shall continue in full force and effect in accordance with the provisions thereof.

SECTION 3. Governing Law. This Agreement shall be interpreted and construed in accordance with the laws of the State of New York, U.S.A. All actions and proceedings brought by the Rights Agent relating to or arising from, directly or indirectly, this Agreement may be litigated in courts located within the State of New York. The Company hereby submits to the personal jurisdiction of such courts and consents that any service of process may be made by certified or registered mail, return receipt requested, directed to the Company at its address last specified for notices hereunder. Each of the parties hereto hereby waives the right to a trial by jury in any action or proceeding arising out of or relating to this Agreement.

SECTION 4. Counterparts; Effectiveness. This Amendment may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument. This Amendment shall be effective as of the date hereof.

SECTION 5. Descriptive Headings. Descriptive headings of the several Sections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions.

SECTION 6. Rights Agreement as Amended. From and after the date hereof, any reference to the Rights Agreement shall mean the Rights Agreement as amended hereby.

SECTION 7. Severability. If any term, provision, covenant, or restriction to this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, all as of the day and year first above written.

Ctrip.com International, Ltd.

By /s/ Cindy Xiaofan Wang
Name: Cindy Xiaofan Wang
Title: Chief Financial Officer

The Bank of New York Mellon

By /s/ Joanne DiGiovanni Hawke
Name: Joanne DiGiovanni Hawke
Title: Managing Director

[Signature Page to the 5th Rights Agreement Amendment]
