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

**SCHEDULE 13D**

Under the Securities Exchange Act of 1934

**(Amendment No. 7)\***

**MGM RESORTS INTERNATIONAL**

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**(Name of Issuer)**

**COMMON STOCK, PAR VALUE \$0.01 PER SHARE**

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**(Title of Class of Securities)**

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**(CUSIP Number)**

**Kendall Handler**  
**IAC Inc., 555 West 18th Street**  
**New York, NY, 10011**  
**(212) 314-7300**

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**(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)**

**04/03/2026**

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**(Date of Event Which Requires Filing of This Statement)**

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

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**SCHEDULE 13D**

**CUSIP No.**

Name of reporting person

1

IAC INC.

2

Check the appropriate box if a member of a Group (See Instructions)

(a)

(b)

3 SEC use only  
Source of funds (See Instructions)

4 OO  
Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)

5   
Citizenship or place of organization

6 DELAWARE  
Sole Voting Power

7  
Number of Shares Beneficially Owned by Each Reporting Person With: 66,822,350.00  
Shared Voting Power

8 0.00  
Sole Dispositive Power

9 66,822,350.00  
Shared Dispositive Power

10 0.00  
Aggregate amount beneficially owned by each reporting person

11 66,822,350.00  
Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)

12   
Percent of class represented by amount in Row (11)

13 26.1 %  
Type of Reporting Person (See Instructions)

14 CO

**Comment for Type of Reporting Person:** Percentage in Row 13 calculated on the basis of 255,828,519 shares of common stock, par value \$0.01, of the Issuer ("Common Stock") issued and outstanding as of February 9, 2026 (based upon information contained in the Issuer's Annual Report on Form 10-K for the fiscal year ended December 31, 2025). Rows 7, 9 and 11 reflect shares of Common Stock beneficially owned by IAC Inc. ("IAC"). See Item 5.

## SCHEDULE 13D

Item 1. Security and Issuer

Title of Class of Securities:

(a) COMMON STOCK, PAR VALUE \$0.01 PER SHARE

Name of Issuer:

(b) MGM RESORTS INTERNATIONAL

Address of Issuer's Principal Executive Offices:

(c) 3600 LAS VEGAS BLVD S, LAS VEGAS, NEVADA , 89109.

**Item 1 Comment:** This statement constitutes Amendment No. 7 ("Amendment No. 7") to the Schedule 13D relating to the shares of common stock, \$0.01 par value (the "Shares"), of MGM Resorts International (the "Issuer"), and hereby amends the Schedule 13D filed with the Securities and Exchange Commission (the "SEC") on August 10, 2020 (as amended by Amendment No. 1, filed with the SEC on August 20, 2020, Amendment No. 2, filed with the SEC on January 11, 2021, Amendment No. 3, filed with the SEC on February 16, 2022, Amendment No. 4, filed with the SEC on August 11, 2022, Amendment No. 5, filed with the SEC on December 9, 2025 and Amendment No. 6, filed with the SEC on March 25, 2026, together, the "Schedule 13D"). Except as set forth herein, the Schedule 13D as previously filed

remains applicable. All capitalized terms contained herein but not otherwise defined shall have the meanings ascribed to such terms in the Schedule 13D.

Item 4. Purpose of Transaction

The information contained in Item 4 of the Schedule 13D is hereby amended and supplemented by adding the following information: The information contained in Item 6 of this Amendment No. 7 is incorporated by reference into this Item.

Item 5. Interest in Securities of the Issuer

Item 5(a) is hereby amended by replacing the first paragraph with the following: As of close of business on the date of Amendment No. 7, Reporting Person has beneficial ownership of approximately 65,822,350 Shares constituting approximately 25.7% of the Shares outstanding.

(b) See Item 5(a).

(c) Except for the March 2026 Trades, there have been no transactions by the Reporting Person in the Shares during the past 60 days prior to Amendment No. 7.

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer

The information contained in Item 6 of the Schedule 13D is hereby amended and supplemented by adding the following information: On April 3, 2026, IAC entered into a Voting Agreement (the "Voting Agreement") with the Issuer and Barry Diller. Pursuant to the Voting Agreement, at any time a matter is brought to a vote at an annual or special meeting of the Issuer's stockholders (or in connection with any action proposed to be taken by the Issuer's stockholders in lieu of a meeting), IAC, Mr. Diller and their respective controlled affiliates (collectively the "Covered Entities") will vote any voting securities that they beneficially own that collectively constitute in excess of 25.73% of the total voting power of the outstanding voting securities of the Issuer (the "Excess Voting Securities") on each matter in the same proportion as the stockholders of the Issuer (other than the Covered Entities) vote their voting securities on such matters (disregarding stockholders that do not vote). The Voting Agreement will terminate automatically upon the earliest to occur of (i) the Covered Entities collectively ceasing to beneficially own 17.5% or more of the voting securities of the Issuer then outstanding, (ii) the Board of Directors of the Issuer (the "Issuer Board") having failed to nominate two (2) directors designated by IAC (should IAC elect to designate two (2) directors) who each meet the qualifications of a director set forth in the Issuer's Corporate Governance Guidelines (a "Qualified Director") to stand for election to the Issuer Board at the applicable annual meeting of shareholders (such nomination condition, the "Nomination Condition") and (iii) the occurrence of a change of control of the Issuer. If IAC determines not to designate one or more individuals to be nominated for election to the Issuer Board, the Voting Agreement will not terminate. In addition, in order to satisfy the Nomination Condition, if at any time fewer than two (2) directors on the Issuer Board have been designated by IAC, the Issuer Board is required to cause Qualified Director(s) to be added within one (1) month of designation by IAC, subject to the receipt of required regulatory approvals. As of the date of entry into the Voting Agreement, Mr. Diller was deemed to be designated to serve on the Issuer Board by IAC. In addition, Mr. Diller and his controlled affiliates, other than IAC and its controlled affiliates (collectively, the "Diller Entities"), will no longer be subject to the voting restriction with respect to any Excess Voting Securities, and the Diller Entities will no longer be considered Covered Entities, when both of the following conditions are satisfied: (i) Mr. Diller no longer serves as either the Chairman of the Board of Directors of IAC or as Senior Executive of IAC; and (ii) the Diller Entities no longer beneficially own voting securities of IAC representing at least one-third of the total voting power of the outstanding voting securities of IAC. The above summary is not complete and is qualified in its entirety by reference to the full text of the Voting Agreement, which is attached hereto as Exhibit 1 and incorporated herein by reference.

Item 7. Material to be Filed as Exhibits.

1. Voting Agreement, dated as of April 3, 2026, by and among MGM Resorts International, IAC Inc. and Barry Diller.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

IAC INC.

Signature: /s/ Kendall Handler

Name/Title: Kendall Handler/Executive Vice President & Chief Legal Officer

Date: 04/07/2026

**VOTING AGREEMENT**

This Voting Agreement (this "Agreement") is made and entered into as of April 3, 2026 by and among MGM Resorts International, a Delaware corporation (the "Company"), IAC Inc., a Delaware corporation ("IAC"), and Barry Diller, an individual ("Mr. Diller"). Each of the Company, IAC and Mr. Diller is referred to herein as a "Party" and, collectively, as the "Parties".

WHEREAS, as of the date hereof, IAC Beneficially Owns (as defined below) 66,822,350 shares of the Company's common stock, par value \$0.01 per share ("Common Stock"); and

WHEREAS, the Parties desire to set forth certain agreements herein.

NOW, THEREFORE, in consideration of the foregoing premises and the covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Voting Matters. On each matter brought to a vote at any annual or special meeting of the Company's stockholders, and in connection with any action proposed to be taken by consent of the Company's stockholders in lieu of a stockholder meeting, IAC and Mr. Diller shall, and shall cause their respective controlled affiliates (IAC, Mr. Diller and such controlled affiliates, collectively, the "Covered Entities") and Mr. Diller and his controlled affiliates, other than IAC and its controlled affiliates, collectively, the "Diller Entities") to, vote or duly execute and deliver a stockholder consent with respect to, as applicable, any Voting Securities that are Beneficially Owned by the Covered Entities in excess of the Voting Cap Threshold (as defined below) (the "Excess Voting Securities") in the same proportion as the stockholders (other than the Covered Entities) vote their Voting Securities in respect of such matter (disregarding stockholders that do not vote). The Parties will reasonably cooperate to share information for purposes of this Agreement. For purposes of this Section 1, subject to the last sentence of Section 2, any Excess Voting Securities shall be deemed to be owned by the Diller Entities, on the one hand, and the Covered Entities that are not Diller Entities (the "IAC Entities"), on the other hand, *pro rata* based on the number of Voting Securities held by the Diller Entities and the IAC Entities, respectively.

2. Termination. This Agreement will terminate automatically and thereafter be of no further force and effect for all Parties, without any requirement to give notice, at such time as the earliest of (a) the Covered Entities collectively ceasing to Beneficially Own 17.5% or more of the Voting Securities then outstanding, (b) the Board having failed to nominate two (2) directors designated by IAC who each meet the qualifications of a director as set forth in the Company's Corporate Governance Guidelines to stand for election to the Board at the applicable annual meeting of shareholders ("Qualified Director"), and (c) the occurrence of a Change of Control. For the avoidance of doubt, (i) as of the date hereof, Mr. Diller is deemed to be designated by IAC, and (ii) if IAC determines not to designate one or more individuals to be nominated for election to the Board or any individuals designated by IAC refuse to be nominated or serve as a director on the Board, this Agreement will not terminate and will remain in full force and effect. If at any time fewer than two (2) directors on the Board have been designated by IAC, the Board shall cause Qualified Director(s) to be added within one (1) month of such designation by IAC, in each case subject to the receipt of required regulatory approvals, in order to satisfy the requirements set forth in clause (b) above. Notwithstanding anything to the contrary in this Agreement, the Diller Entities shall no longer be subject to Section 1 of this Agreement, and the Diller Entities shall no longer be deemed Covered Entities hereunder, as of the earliest time that both of the following conditions are satisfied: (i) Mr. Diller no longer serves as either the Chairman of the Board of Directors of IAC or as Senior Executive of IAC and (ii) the Diller Entities no longer Beneficially Own Voting Securities of IAC representing at least one-third of the total voting power of the outstanding Voting Securities of IAC.

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3. Certain Definitions. For purposes of this Agreement, the following terms shall have the definitions provided below:

“Beneficial Ownership” or “Beneficially Own”, when used with respect to any securities, shall mean having “beneficial ownership” of such securities as determined within the meaning given to such term in Rule 13d-3 under the Securities Exchange Act of 1934, as amended, and a person’s or entity’s Beneficial Ownership of Common Stock shall be calculated in accordance with such Rule.

“Change of Control” means the earlier to occur of:

(a) the date that a reorganization, merger, consolidation, recapitalization or similar transaction involving the Company is consummated, unless: (i) at least 50% of the outstanding Voting Securities of the surviving or resulting entity (including, without limitation, an entity which as a result of such transaction owns the Company either directly or through one or more subsidiaries) (“Resulting Entity”) are Beneficially Owned by the persons who were the Beneficial Owners of the outstanding Voting Securities of the Company immediately prior to such transaction in substantially the same proportions as their Beneficial Ownership, immediately prior to such transaction, of the outstanding Voting Securities of the Company and (ii) immediately following such transaction no person or persons acting as a group Beneficially Owns Voting Securities of the Resulting Entity possessing fifty percent (50%) or more of the total voting power of the outstanding Voting Securities of the Resulting Entity;

(b) the date that any one person acquires, or persons acting as a group acquire (or such person or persons has or have acquired as of the date of the most recent acquisition by such person or persons), Beneficial Ownership of Voting Securities of the Company possessing a majority of the total voting power of the Voting Securities of the Company; or

(c) the date that any one person acquires, or persons acting as a group acquire (or such person or persons has or have acquired as of the date of the most recent acquisition by such person or persons), assets constituting all or substantially all of the assets of the Company and its subsidiaries on a consolidated basis.

“Voting Cap Threshold” means the outstanding Voting Securities collectively constituting 25.73% of the total voting power of all of the outstanding Voting Securities of the Company on such matter as of the applicable record date.

“Voting Securities” means, at any time, the shares of any class or series of capital stock of the Company (or other applicable entity) which are then entitled to vote with respect to any matter to be voted on.

4. Governing Law. This Agreement and the rights and obligations of the Parties hereunder shall be governed by and interpreted, construed and enforced in accordance with the laws of the State of Delaware without regard to conflict of law principles that would result in the application of any law other than the law of the State of Delaware. Any right to trial by jury with respect to any action or proceeding arising in connection with or as a result of this Agreement is hereby waived by the Parties hereto. Any suit or proceeding arising in respect to this Agreement will be tried exclusively in the Court of Chancery of the State of Delaware or, if that court does not have subject matter jurisdiction, in any state or Federal court located in the State of Delaware, and the Parties agree to submit to the jurisdiction of, and to venue in, such courts.

5. Entire Agreement; No Third-Party Beneficiaries. This Agreement constitutes the full, complete and entire understanding, agreement, and arrangement of and between the Parties with respect to the subject matter hereof and supersedes any and all prior oral and written understandings, agreements, negotiations, discussions and arrangements between or among them. There are no other agreements, covenants, promises or arrangements between or among the Parties other than those set forth in this Agreement. This Agreement is not intended to and shall not confer any rights or remedies on any person or entity other than the Parties and their respective successors and permitted assigns.

6. Notice. All notices to be given to the Company hereunder shall be in writing and delivered personally or by overnight courier, addressed to MGM Resorts International at 3600 Las Vegas Boulevard South, Las Vegas, Nevada 89109, Attn: General Counsel, or by email to legalnotices@mgmresorts.com. All notices to be given to IAC and/or Mr. Diller hereunder shall be in writing and delivered personally or by overnight courier, addressed to IAC Inc. at 555 West 18<sup>th</sup> Street, New York, New York 10011, Attn: Kendall Handler, or by email to generalcounsel@iac.com.

*[The remainder of this page is left blank intentionally.]*

IN WITNESS WHEREOF, the Parties hereto have each executed this Agreement on the date set forth above.

**COMPANY:**

MGM RESORTS INTERNATIONAL

By: /s/ William J. Hornbuckle  
Name: William J. Hornbuckle  
Title: Chief Executive Officer and President

**IAC:**

IAC INC.

By: /s/ Kendall Handler  
Name: Kendall Handler  
Title: EVP, Chief Legal Officer

**MR. BARRY DILLER:**

/s/ Barry Diller  
Barry Diller

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