

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

WASHINGTON, D.C. 20549

**FORM 8-K**

**CURRENT REPORT**

**Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): **January 10, 2008**

**IAC/InterActiveCorp**

(Exact name of registrant as specified in charter)

**Delaware**  
(State or other jurisdiction  
of incorporation)

**0-20570**  
(Commission  
File Number)

**59-2712887**  
(IRS Employer  
Identification No.)

**555 West 18th Street, New York, NY**  
(Address of principal executive offices)

**10011**  
(Zip Code)

Registrant's telephone number, including area code: **(212) 314-7300**

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the obligation of the registrant under any of the following provisions:

- Written communication pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**ITEM 1.01. Entry Into a Material Definitive Agreement.**

On January 10, 2008, IAC/InterActiveCorp (the "Company") entered into a letter agreement (the "Letter Agreement") with Liberty Media Corporation ("Liberty") pursuant to which Liberty agreed to certain restrictions on acquisitions by Liberty and its affiliates of additional securities of the Company following a contemplated acquisition of 14 million shares of Common Stock of the Company from an institutional investor. A copy of the Letter Agreement is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

In connection with entering into the Letter Agreement, the Company purchased for cash, from the referenced institutional investor, 6 million shares of Common Stock of the Company for a purchase price of \$24.25 per share.

**ITEM 9.01. Financial Statements and Exhibits.**

**(d)** Exhibits.

Exhibit 10.1 Letter Agreement, dated January 10, 2008, between IAC/InterActiveCorp and Liberty Media Corporation

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**SIGNATURE**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

IAC/INTERACTIVECORP

Date: January 15, 2008

/s/ Gregory R. Blatt

Name: Gregory R. Blatt

Title: Executive Vice President and General Counsel

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**EXHIBIT INDEX**

**Exhibits to this Form 8-K**

**Exhibit No.    Description**

10.1            Letter Agreement, dated January 10, 2008, between IAC/InterActiveCorp  
                  and Liberty Media Corporation

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**Execution Copy**

Agreement dated January 10, 2008 between Liberty Media Corporation, a Delaware corporation (for itself and on behalf of its Affiliates, "Liberty") and IAC/InterActiveCorp, a Delaware corporation (the "Company").

Capitalized terms used and not defined herein will have the meanings ascribed to such terms in the Amended and Restated Governance Agreement, dated as of August 9, 2005 (the "Governance Agreement"), among the Company, Liberty and Barry Diller.

WHEREAS, Liberty desires to purchase additional shares in the Company from an institutional investor on behalf of itself and certain of its clients (the "Investor") identified to the Company prior to the date hereof;

WHEREAS, the Company also intends to purchase shares from the Investor;

WHEREAS, the Company deems it desirable that steps be taken to preserve flexibility in the context of the pending spin off transactions of certain businesses of the Company;

WHEREAS, the Company has considered taking action that would discourage Liberty from purchasing the shares from the institutional investor;

ACCORDINGLY, in consideration of the Company's not taking such action, Liberty hereby agrees that until the Expiration Date (as defined below) neither it nor any of its Affiliates will, directly or indirectly, acquire or enter into any agreement, arrangement or understanding to acquire, in each case, with any person other than the Company or its Affiliates, additional securities of the Company other than (x) up to 14 million shares of Company Common Stock contemplated to be purchased by Liberty from the Investor to the extent actually purchased (provided, that Liberty will be entitled to acquire up to an additional 6 million shares of Company Common Stock from the Investor in the event the Company fails prior to 9:00 a.m. New York City time on January 11, 2008 to agree to purchase such 6 million shares from the Investor), (y) such additional acquisitions of Company Common Shares from the Company after the date hereof pursuant to Section 3.01 of the Governance Agreement (disregarding from the determination of Liberty's Beneficial Ownership the acquisition and ownership of such 14 million (and, if applicable, such additional 6 million) shares) and (z) acquisitions from Barry Diller pursuant to the Stockholders Agreement or from the Company.

"Expiration Date" means the earliest of (1) the day following the consummation of the transactions described in the Company's November 5, 2007 press release regarding the proposed spin-offs (or consummation of those transactions as they may be altered or amended by resolution of the Company's Board of Directors); (2) such time as the Company (x) publicly announces the abandonment of such transactions or (y) otherwise ceases to pursue in good faith consummation of such transactions (as so altered or amended); (3) April 15, 2009, and (4) the occurrence of a Termination Event (as defined below).

A "Termination Event" will be deemed to have occurred upon any person or group (as defined in Rule 13d-3 under the Exchange Act) (other than Liberty and its Affiliates and Barry Diller) acquiring Beneficial Ownership of equity securities of the Company in an amount exceeding

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15% of the outstanding equity securities of the Company; provided that this provision shall not apply with respect to acquisitions of equity securities by persons or groups that qualify to report their ownership of equity securities of the Company on Schedule 13G under the Exchange Act.

Liberty represents that, as of the date hereof, other than with respect to the shares of Company Common Stock to be acquired from the Investor as described herein, the number of Company Common Shares reflected as Beneficially Owned by Liberty (other than any changes to such shares as a result of any acquisitions or dispositions of Company Common Shares by Barry Diller) in Amendment No. 19 of the Report on Schedule 13D of the reporting group consisting of Liberty, Barry Diller and the BDTV Entities, is accurate.

Liberty recognizes and agrees that any violation of the agreements contained herein would cause irreparable harm to the Company and would entitle the Company to an injunction. The parties agree that any litigation to enforce this Agreement or otherwise relating to this Agreement shall be brought exclusively in the Court of Chancery in Delaware.

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

IAC/InterActiveCorp

Liberty Media Corporation (for itself  
and on behalf of its Affiliates)

By: /s/ Greg Blatt  
Name: Greg Blatt  
Title: EVP

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

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