

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-A/A

**Amendment No. 3 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**

**Name of each exchange on which
each class is to be registered**

Ordinary Share Purchase Rights *

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 May 29, 2015, the Registrant entered into a Third Amendment to the Rights Agreement dated as of November 23, 2007 (the "Rights Agreement"), as amended by a First Amendment dated August 7, 2014 and subsequently amended by a Second Amendment dated August 7, 2014, between the Registrant and The Bank of New York Mellon (formerly known as The Bank of New York), as Rights Agent (the "Third Amendment"), for the purpose of amending the Rights Agreement to revise the definition of "Exempt Person." Priceline Group Inc. and any of its subsidiaries ("Priceline") shall be considered an Exempt Person only to the extent that the number of Ordinary Shares Beneficially Owned by Priceline at all times does not exceed fifteen percent (15%) of the Ordinary Shares then outstanding in the aggregate.

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

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| 4.3 | Third Amendment, dated as of May 29, 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/ James Jianzhang Liang
Name: James Jianzhang Liang
Title: Chief Executive Officer

Dated: June 4, 2015

THIRD AMENDMENT TO THE RIGHTS AGREEMENT

THIRD AMENDMENT (this "Amendment") dated as of May 29, 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") and 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" and Amendment No. 1 are collectively, 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(a) 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, or (iii) Priceline Group 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 at all times does not exceed fifteen percent (15%) of the Ordinary Shares then outstanding in the aggregate.

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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.

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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/ James Jianzhang Liang
Name: James Jianzhang Liang

Title: Chief Executive Officer

The Bank of New York Mellon

By /s/ Robert W. Goad

Name: Robert W. Goad

Title: Managing Director