

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):
June 11, 2014

ALLIANCE DATA SYSTEMS CORPORATION

(Exact Name of Registrant as Specified in Charter)

DELAWARE
(State or Other Jurisdiction
of Incorporation)

001-15749
(Commission
File Number)

31-1429215
(IRS Employer
Identification No.)

7500 DALLAS PARKWAY, SUITE 700
PLANO, TEXAS 75024
(Address and Zip Code of Principal Executive Offices)

(214) 494-3000
(Registrant's Telephone Number, including Area Code)

NOT APPLICABLE
(Former name or former address, if changed since last report)

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

- Written communications pursuant to Rule 425 under the Securities Act
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act
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ITEM 1.01 Entry into a Material Definitive Agreement

The information provided in Item 2.03 below is incorporated herein by reference.

ITEM 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant

On June 11, 2014, Alliance Data Systems Corporation (the “*Company*”), entered into an Amendment to Issuer Warrant Transaction and Additional Issuer Warrant Transaction (collectively, the “*Amendments*”) to that certain Issuer Warrant Transaction dated as of May 27, 2009 and that certain Additional Issuer Warrant Transaction dated as of June 4, 2009 with each of Bank of America, N.A.; J.P. Morgan Securities LLC, as agent for JPMorgan Chase Bank, National Association, London Branch; and Barclays Bank PLC (such original agreements collectively, the “*2014 Convertible Note Warrants*” and such parties collectively, the “*2014 Hedge Counterparties*”).

The Amendments, among other things, amend the dates on which the 2014 Convertible Note Warrants are exercisable and will expire to June 16, 2014 and continuing each business day through August 11, 2014, in 11 equal tranches of 90,663 warrants, 24 equal tranches of 90,664 warrants and 5 equal tranches of 90,665 warrants with respect to one of the 2014 Hedge Counterparties; in 39 equal tranches of 45,331 warrants and a final tranche of 45,369 warrants with respect to one of the 2014 Hedge Counterparties; and in 6 equal tranches of 45,331 warrants, 32 equal tranches of 45,332 warrants and 2 equal tranches of 45,333 warrants with respect to one of the 2014 Hedge Counterparties.

The preceding summary of the Amendments is qualified in its entirety by reference to the full text of such agreements, a form of which is attached as Exhibit 10.1 hereto and incorporated by reference herein.

ITEM 7.01 Regulation FD Disclosure.

On June 12, 2014, Alliance Data Systems Corporation issued a press release announcing that Precima, a consulting and analytics firm specializing in shopper insights and housed within the Canadian LoyaltyOne business, signed a new long-term agreement to develop and execute customer-centric merchandising and marketing strategies for Loblaw Companies Limited. A copy of this press release is attached hereto as Exhibit 99.1.

ITEM 9.01. Financial Statements and Exhibits

(d) Exhibits

Exhibit No. Document Description

10.1	Form of Amendment to Issuer Warrant Transaction and Additional Warrant Transaction, dated as of June 11, 2014, by and between Alliance Data Systems Corporation and each of Bank of America, N.A.; J.P. Morgan Securities LLC, as agent for JPMorgan Chase Bank, National Association, London Branch; and Barclays Bank PLC.
99.1	Press release dated June 12, 2014.

SIGNATURES

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

Alliance Data Systems Corporation

Date: June 12, 2014

By: /s/ Charles L. Horn
Charles L. Horn
Executive Vice President and
Chief Financial Officer

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Document Description</u>
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|------|--|
| 10.1 | Form of Amendment to Issuer Warrant Transaction and Additional Warrant Transaction, dated as of June 11, 2014, by and between Alliance Data Systems Corporation and each of Bank of America, N.A.; J.P. Morgan Securities LLC, as agent for JPMorgan Chase Bank, National Association, London Branch; and Barclays Bank PLC. |
| 99.1 | Press release dated June 12, 2014. |
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**FORM OF
AMENDMENT TO ISSUER WARRANT TRANSACTION
AND ADDITIONAL ISSUER WARRANT TRANSACTION**

dated as of June 11, 2014

[] and ALLIANCE DATA SYSTEMS CORPORATION

have entered into: (1) a Confirmation pertaining to the Issuer Warrant Transaction, dated May 27, 2009 (as amended, supplemented or otherwise modified prior to the date hereof, the "Base Warrant Confirmation"); and (2) a Confirmation pertaining to the Additional Issuer Warrant Transaction, dated June 4, 2009 (as amended, supplemented or otherwise modified prior to the date hereof, the "Additional Warrant Confirmation") and, together with the Base Warrant Confirmation, the "Confirmations"). Capitalized terms not otherwise defined herein shall have the meaning specified in the applicable Confirmation.

The parties hereby amend each Confirmation as set forth in this Amendment (this "Amendment").

Accordingly, the parties agree as follows:—

1. Amendments

- (a) Annex A of the Base Warrant Confirmation is amended and restated in its entirety as set forth in Exhibit 1.
- (b) Annex A of the Additional Warrant Confirmation is amended and restated in its entirety as set forth in Exhibit 2.
- (c) The definition of "Final Disruption Date" in each of the Base Warrant Confirmation and Additional Warrant Confirmation is amended and restated as follows:

"Final Disruption Date" means August 25, 2014.

- (d) The following definition of "Settlement Date" is hereby added to each of the Base Warrant Confirmation and Additional Warrant Confirmation after the definition of "Net Share Settlement":

"Settlement Date: Subject to Section 9.4 of the Equity Definitions in the case of a Settlement Disruption Event, (i) the Settlement Date for each Component with an Expiration Date occurring on or prior to the last Scheduled Trading Day in June 2014 shall be the third Scheduled Trading Day following the last Scheduled Trading Day in June 2014, (ii) the Settlement Date for each Component with an Expiration Date occurring on or after the first Scheduled Trading Day in July 2014 and on or prior to the last Scheduled Trading Day in July 2014 shall be the third Scheduled Trading Day following the last Scheduled Trading Day in July 2014, and (iii) the Settlement Date for each Component with an Expiration Date occurring on or after the first Scheduled Trading Day in August 2014 shall be the third Scheduled Trading Day immediately following the final Expiration Date."

2. Amendment Amount

(a) Issuer shall pay to Dealer \$[1,450,592.60] (the “**Amendment Amount**”) in immediately available funds prior to the closing time of the settlement systems for USD-denominated fund transfers in the United States on the date hereof and the effectiveness of this Amendment shall be conditioned on Dealer’s timely receipt of the Amendment Amount.

3. Representations and Agreements of Issuer

In addition to the representations and warranties in each Agreement governing a Confirmation and those contained elsewhere herein, Issuer represents and warrants to and for the benefit of, and agrees with, Dealer as follows:

(a) On the date hereof (i) Issuer is not aware of any material nonpublic information regarding Issuer or the Shares and (ii) all reports and other documents filed by Issuer with the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), when considered as a whole (with the more recent such reports and documents deemed to amend inconsistent statements contained in any earlier such reports and documents), do not contain any untrue statement of a material fact or any omission of a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances in which they were made, not misleading.

(b) Issuer is not entering into this Amendment to create actual or apparent trading activity in the Shares (or any security convertible into or exchangeable for Shares) or to raise or depress or otherwise manipulate the price of the Shares (or any security convertible into or exchangeable for Shares) or otherwise in violation of the Exchange Act.

(c) Issuer shall not engage in any “distribution” as such term is defined in Regulation M under the Exchange Act (“**Regulation M**”), other than a distribution as to which the exceptions set forth in Section 101(b)(10) and 102(b)(7) of Regulation M are available, from the first Expiration Date until the second Exchange Business Day immediately following the final Expiration Date.

(d) Other than (i) purchases from, by or on behalf of directors, officers and employees of Issuer and its affiliates that are not “Rule 10b-18 purchases” as such term is defined in Rule 10b-18 under the Exchange Act (“**Rule 10b-18**”) and (ii) purchases pursuant to any preexisting obligation arising under any employee benefit plan of Issuer or its subsidiaries, neither Issuer nor any “affiliate” or “affiliated purchaser” (each as defined in Rule 10b-18) shall, during the period from and including the first Expiration Date to and including the final Expiration Date, directly or indirectly (including, without limitation, by means of any cash-settled or other derivative instrument) purchase, offer to purchase, place any bid or limit order that would effect a purchase of, or commence any tender offer relating to, any Shares (or an equivalent interest, including a unit of beneficial interest in a trust or limited partnership or a depository share) or any security convertible into or exchangeable or exercisable for Shares.

5. Mutual Representations

Each party represents to the other party that:—

(a) **Status.** It is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation and, if relevant under such laws, in good standing;

(b) **Powers.** It has the power to execute and deliver this Amendment and to perform its obligations under this Amendment and has taken all necessary action to authorize such execution, delivery and performance;

(c) **No Violation or Conflict.** Such execution, delivery and performance do not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets;

(d) **Consents.** All governmental and other consents that are required to have been obtained by it with respect to this Amendment have been obtained and are in full force and effect and all conditions of any such consents have been complied with;

(e) **Obligations Binding.** Its obligations under this Amendment constitute its legal, valid and binding obligations, enforceable in accordance with its respective terms (subject to applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law)); and

(f) **Absence of Certain Events.** No Event of Default or Potential Event of Default or, to its knowledge, Termination Event (each as defined in the applicable Agreement) with respect to it has occurred and is continuing and no such event or circumstance would occur as a result of its entering into or performing its obligations under this Amendment.

6. Miscellaneous

(a) **Entire Agreement.** Each Agreement and this Amendment constitute the entire agreement and understanding of the parties with respect to its subject matter and supersedes all oral communication and prior writings with respect thereto.

(b) **Amendments.** No amendment, modification or waiver in respect of this Amendment will be effective unless in writing (including a writing evidenced by a facsimile transmission) and executed by each of the parties.

(c) **Counterparts.** This Amendment may be executed and delivered in counterparts (including by facsimile transmission), each of which will be deemed an original.

(d) **Headings.** The headings used in this Amendment are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting this Amendment.

(e) **Governing Law.** This Amendment will be governed by and construed in accordance with the laws of the State of New York (without reference to choice of law doctrine).

(f) **Agreement Continuation.** Each Agreement (including the applicable Confirmation), as modified herein, shall continue in full force and effect. All references to an Agreement (including the applicable Confirmation) in such Agreement or any document related thereto shall for all purposes constitute references to such Agreement (including the applicable Confirmation) as amended hereby.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized as of the date first written above.

ALLIANCE DATA SYSTEMS CORPORATION

By: /s/ Brian B. Gore
Name: Brian B. Gore
Title: Senior Vice President and Treasurer

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By: _____
Name:
Title:

[Signature Page to Amendment to
Issuer Warrant Transaction and Additional Issuer Warrant Transaction]



NEWS RELEASE

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**ALLIANCE DATA'S LOYALTYONE BUSINESS ANNOUNCES LONG-TERM
CONSULTING AGREEMENT WITH LOBLAW COMPANIES LIMITED**

***Precima - a New Growth Engine Housed within Alliance Data's LoyaltyOne Business –
will provide Merchandising and Marketing Consulting, and Analytical Services
to Canada's Largest Retailer***

DALLAS, TX (June 12, 2014) - Alliance Data Systems Corporation (NYSE: ADS), a leading provider of loyalty and marketing solutions derived from transaction-rich data, today announced that Precima, a consulting and analytics firm specializing in shopper insights and housed within the Canadian LoyaltyOne business, signed a new long-term agreement to develop and execute customer-centric merchandising and marketing strategies for Loblaw Companies Limited (TSX: L, "Loblaw"). Precima's business focus is primarily mid- to large-size companies that tend to have thousands of SKUs (products), such as grocers and pharmacies.

Loblaw is Canada's food and pharmacy leader, the nation's largest retailer, and the majority unitholder of Choice Properties Real Estate Investment Trust. With more than 2,300 locations across Canada, Loblaw provides grocery, pharmacy, health and beauty, apparel, general merchandise, banking, and wireless mobile products and services.

Loblaw will leverage Precima's advanced analytics and modeling solutions, built with store-level, product-level (SKU) and customer-level data, to glean insights that will enable more profitable merchandising and marketing decisions. Building on previous consulting engagements for Loblaw, Precima will continue helping Loblaw on a more substantial, long-term basis to better understand its customers and incorporate these insights into key business decisions to enrich the shopping experience and increase sales. Additionally, Precima will provide customized reporting for hundreds of consumer package goods companies offering real-time results on targeted and mass promotional offers delivered through email, mobile, and in-store. These immediate insights of customer shopping behaviors provide a "pulse" on promotion and pricing performance, and enable Loblaw and participating vendors to modify pricing, product assortment and promotion decisions to drive improved marketing return on investment.

"At Loblaw, we believe in the need to speak to the individual. Our work with Precima allows us to do so and to provide innovative programs that are relevant and personalized to our customers," said Uwe Stueckmann, senior vice president, marketing, of Loblaw Companies Limited. "We're looking forward to continuing our engagement with Precima and leading the path in customer-centricity."

"Identifying a new growth opportunity within LoyaltyOne, we established a unique consulting and analytical services division with a focus on using transaction-level data to understand a client's customer behavior. We then use that information to create customer-centric merchandising strategies as well as targeted one-to-one customer communications to help engender loyalty and drive sales," said Bryan Pearson, president of LoyaltyOne. "Precima will use its combination of loyalty, analytics and retail industry expertise to explore new business opportunities with coalition and non-coalition retailers, around the globe."

About Loblaw Companies Limited

Loblaw Companies Limited is Canada's food and pharmacy leader, the nation's largest retailer, and the majority unitholder of Choice Properties Real Estate Investment Trust. Loblaw provides Canadians with grocery, pharmacy, health and beauty, apparel, general merchandise, banking, and wireless mobile products and services. With more than 2,300 corporate, franchised and Associate-owned locations, Loblaw, its franchisees, and Associate-owners employ approximately 192,000 full- and part-time employees, making it one of Canada's largest private sector employers.

Loblaw's purpose – Live Life Well – puts first the needs and well-being of Canadians who make one billion transactions annually in the companies' stores. Loblaw is positioned to meet and exceed those needs in many ways: convenient locations; more than 1,050 grocery stores that span the value spectrum from discount to specialty; full-service pharmacies at more than 1,250 Shoppers Drug Mart and Pharmaprix locations and more than 500 Loblaw locations; no-fee banking with PC Financial; affordable Joe Fresh fashion and family apparel; and three of Canada's top consumer brands in Life Brand®, noname® and President's Choice®. Through the PC Plus™ and Shoppers Optimum® loyalty programs, more than one in every three Canadians are rewarded for shopping with the companies.

About LoyaltyOne

LoyaltyOne is a global leader in the design and implementation of coalition loyalty programs, customer analytics and loyalty services for Fortune 1000 clients around the world. LoyaltyOne's unparalleled track record delivering sustained business performance improvement for clients stems from its unique combination of hands-on practitioner experience and continuous thought leadership. LoyaltyOne has over 20 years history leveraging data-driven insights to develop and operate some of the world's most effective loyalty programs and customer-centric solutions. These include the AIR MILES Reward Program, North America's premier coalition loyalty program; a majority stake in European-based BrandLoyalty, one of the largest and most successful campaign-driven loyalty marketers outside of the Americas; and a working partnership with Latin America's leading coalition program, dotz. LoyaltyOne is also the owner of COLLOQUY, a group dedicated to research, publishing and education for the global loyalty industry.

About Precima

Precima is a consulting and analytical services division of LoyaltyOne. Precima software-as-a-service solutions use shopper insights to enable more profitable merchandising and marketing decisions. Leveraging its unique combination of loyalty, analytics and retail industry expertise, honed over 18 years, Precima helps clients deliver on the promise of shopper-centricity for sustainable competitive advantage.

About Alliance Data

Alliance Data® (NYSE: ADS) and its combined businesses is a leading global provider of data-driven marketing and loyalty solutions serving large, consumer-based industries. The Company creates and deploys customized solutions, enhancing the critical customer marketing experience; the result is measurably changing consumer behavior while driving business growth and profitability for some of today's most recognizable brands. Alliance Data helps its clients create and increase customer loyalty through solutions that engage millions of customers each day across multiple touch points using traditional, digital, mobile and emerging technologies. An S&P 500 company headquartered in Dallas, Alliance Data and its three businesses employ approximately 12,000 associates at more than 80 locations worldwide. Alliance Data was named to *FORTUNE* magazine's 2014 list of World's Most Admired Companies.

Alliance Data consists of three businesses: Alliance Data Retail Services, a leading provider of marketing-driven credit solutions; Epsilon®, a leading provider of multichannel, data-driven technologies and marketing services; and LoyaltyOne®, which owns and operates the AIR MILES® Reward Program, Canada's premier coalition loyalty program. For more information about the company, visit our website, www.alliancedata.com, or follow us on Twitter via [@AllianceData](https://twitter.com/AllianceData).

Alliance Data's Safe Harbor Statement/Forward Looking Statements

This release may contain forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. Such statements may use words such as "anticipate," "believe," "continue," "could," "estimate," "expect," "intend," "may," "predict," "project," "would," and similar expressions as they relate to us or our management. When we make forward-looking statements, we are basing them on our management's beliefs and assumptions, using information currently available to us. Although we believe that the expectations reflected in the forward-looking statements are reasonable, these forward-looking statements are subject to risks, uncertainties and assumptions, including those discussed in our filings with the Securities and Exchange Commission.

If one or more of these or other risks or uncertainties materialize, or if our underlying assumptions prove to be incorrect, actual results may vary materially from what we projected. Any forward-looking statements contained in this presentation reflect our current views with respect to future events and are subject to these and other risks, uncertainties and assumptions relating to our operations, results of operations, growth strategy and liquidity. We have no intention, and disclaim any obligation, to update or revise any forward-looking statements, whether as a result of new information, future results or otherwise, except as required by law.

"Safe Harbor" Statement under the Private Securities Litigation Reform Act of 1995: Statements in this presentation regarding Alliance Data Systems Corporation's business which are not historical facts are "forward-looking statements" that involve risks and uncertainties. For a discussion of such risks and uncertainties, which could cause actual results to differ from those contained in the forward-looking statements, see "Risk Factors" in the Company's Annual Report on Form 10-K for the most recently ended fiscal year. Risk factors may be updated in Item 1A in each of the Company's Quarterly Reports on Form 10-Q for each quarterly period subsequent to the Company's most recent Form 10-K.
