
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934
(Amendment No. 2)

Playtika Holding Corp.

(Name of Issuer)

Shares of Common Stock, par value of \$0.01 per share

(Title of Class of Securities)

72815L 107

(CUSIP Number)

**Leo Wong
Shearman & Sterling
21st Floor, Gloucester Tower
The Landmark
15 Queen's Road Central
Central, Hong Kong**

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

July 26, 2023

(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 remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

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).

CUSIP No. 72815L 107			
1	Names of Reporting Persons. On Chau		
2	Check the Appropriate Box if a Member of a Group (See Instructions). (a) <input type="checkbox"/> (b) <input type="checkbox"/>		
3	SEC Use Only		
4	Source of Funds (See Instructions) PF		
5	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>		
6	Citizenship or Place of Organization Hong Kong Special Administrative Region, People's Republic of China		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	Sole Voting Power 80,810,506	
	8	Shared Voting Power 0	
	9	Sole Dispositive Power 80,810,506	
	10	Shared Dispositive Power 0	
11	Aggregate Amount Beneficially Owned by Each Reporting Person 80,810,506		
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>		
13	Percent of Class Represented by Amount in Row (11) 22.1%*		
14	Type of Reporting Person (See Instructions) IN		

* The percentage of shares of common stock beneficially owned by the Reporting Persons as of the date of this Schedule 13D is based on 365,733,480 outstanding common stock as disclosed by the Issuer on its Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2023, filed with the SEC on May 4, 2023.

CUSIP No. 72815L 107			
1	Names of Reporting Persons. 8th Wonder Corporation		
2	Check the Appropriate Box if a Member of a Group (See Instructions). (a) <input type="checkbox"/> (b) <input type="checkbox"/>		
3	SEC Use Only		
4	Source of Funds (See Instructions) AF		
5	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) 0		
6	Citizenship or Place of Organization British Virgin Islands		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	Sole Voting Power 40,905,253	
	8	Shared Voting Power 0	
	9	Sole Dispositive Power 40,905,253	
	10	Shared Dispositive Power 0	
11	Aggregate Amount Beneficially Owned by Each Reporting Person 40,905,253		
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) 0		
13	Percent of Class Represented by Amount in Row (11) 11.2%*		
14	Type of Reporting Person (See Instructions) CO		

* The percentage of shares of common stock beneficially owned by the Reporting Persons as of the date of this Schedule 13D is based on 365,733,480 outstanding common stock as disclosed by the Issuer on its Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2023, filed with the SEC on May 4, 2023.

CUSIP No. 72815L 107			
1	Names of Reporting Persons. Hotlink Investment Limited		
2	Check the Appropriate Box if a Member of a Group (See Instructions). (a) <input type="checkbox"/> (b) <input type="checkbox"/>		
3	SEC Use Only		
4	Source of Funds (See Instructions) AF		
5	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) 0		
6	Citizenship or Place of Organization British Virgin Islands		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	Sole Voting Power 39,905,253	
	8	Shared Voting Power 0	
	9	Sole Dispositive Power 39,905,253	
	10	Shared Dispositive Power 0	
11	Aggregate Amount Beneficially Owned by Each Reporting Person 39,905,253		
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) 0		
13	Percent of Class Represented by Amount in Row (11) 10.9%*		
14	Type of Reporting Person (See Instructions) CO		

* The percentage of shares of common stock beneficially owned by the Reporting Persons as of the date of this Schedule 13D is based on 365,733,480 outstanding common stock as disclosed by the Issuer on its Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2023, filed with the SEC on May 4, 2023.

CUSIP No. 72815L 107			
1	Names of Reporting Persons. Infinite Bandwidth Limited		
2	Check the Appropriate Box if a Member of a Group (See Instructions). (a) <input type="radio"/> (b) <input type="radio"/>		
3	SEC Use Only		
4	Source of Funds (See Instructions) AF		
5	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) 0		
6	Citizenship or Place of Organization British Virgin Islands		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	Sole Voting Power	39,905,253
	8	Shared Voting Power	0
	9	Sole Dispositive Power	39,905,253
	10	Shared Dispositive Power	0
11	Aggregate Amount Beneficially Owned by Each Reporting Person 39,905,253		
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) 0		
13	Percent of Class Represented by Amount in Row (11) 10.9%*		
14	Type of Reporting Person (See Instructions) CO		

* The percentage of shares of common stock beneficially owned by the Reporting Persons as of the date of this Schedule 13D is based on 365,733,480 outstanding common stock as disclosed by the Issuer on its Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2023, filed with the SEC on May 4, 2023.

CUSIP No. 72815L 107			
1	Names of Reporting Persons. Trustworthy Group Ltd.		
2	Check the Appropriate Box if a Member of a Group (See Instructions). (a) <input type="radio"/> (b) <input type="radio"/>		
3	SEC Use Only		
4	Source of Funds (See Instructions) AF		
5	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="radio"/>		
6	Citizenship or Place of Organization British Virgin Islands		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	Sole Voting Power	40,905,253
	8	Shared Voting Power	0
	9	Sole Dispositive Power	40,905,253
	10	Shared Dispositive Power	0
11	Aggregate Amount Beneficially Owned by Each Reporting Person 40,905,253		
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="radio"/>		
13	Percent of Class Represented by Amount in Row (11) 11.2%*		
14	Type of Reporting Person (See Instructions) CO		

* The percentage of shares of common stock beneficially owned by the Reporting Persons as of the date of this Schedule 13D is based on 365,733,480 outstanding common stock as disclosed by the Issuer on its Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2023, filed with the SEC on May 4, 2023.

This Amendment No. 2 to Schedule 13D/A supplements and amends the Schedule 13D filed by the Reporting Persons with the SEC on October 26, 2022, as amended by Amendment No. 1 on April 28, 2023 (as amended, "Schedule 13D"), relating to the common stock, par value of \$0.01 per share (the "Shares"), of Playtika Holding Corp., a corporation incorporated in the State of Delaware (the "Issuer"). This Amendment is being filed to update that the Share Purchase Agreement, dated April 26, 2023, and amended on May 16, 2023, was terminated. Except as specifically provided herein, this Amendment No. 2 does not modify any of the information previously reported in the Schedule 13D. Unless otherwise indicated herein, capitalized terms used but not defined in this Amendment No. 2 shall have the same meanings herein as are ascribed to such terms in the Schedule 13D.

Item 4. Purpose of Transaction

Item 4 of the Schedule 13D is hereby amended and supplemented as follows:

(a) and (b)

On July 26, 2023, the Parties entered into a termination agreement (the "Termination Agreement"), pursuant to which the Share Purchase Agreement, dated April 26, 2023, and amended on May 16, 2023, was terminated.

The description of the Termination Agreement does not purport to be a complete description and is qualified in its entirety by reference to the full text of the Termination Agreement, which is filed as part of this Statement and incorporated by reference herein.

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

Item 6 of the Schedule 13D is hereby amended and supplemented as follows:

The description of the Termination Agreement under Item 4 is incorporated herein by reference in its entirety.

Item 7. Materials to Be Filed as Exhibits

Item 7 of the Schedule 13D is hereby amended and supplemented as follows:

Exhibit	Title
99.3	Termination Agreement

Schedule A

Transaction in the Shares by Hotlink Since the Filing of the Schedule 13D

<u>Nature of the Transaction</u>	<u>Amount of Shares Sold</u>	<u>Price (\$) per Share</u>	<u>Date of Sale</u>
Sale on open market	500,000	10.492 ⁽¹⁾	March 22, 2023
Sale on open market	200,000	10.9386	March 30, 2023
Sale on open market	300,000	11.7338	April 11, 2023

- (1) This constitutes the weighted average price. The prices ranged from \$10.300 to \$10.805. The Reporting Persons will provide upon request by the Securities and Exchange Commission staff (the "SEC Staff"), full information regarding the number of shares sold at each separate price.
 - (2) This constitutes the weighted average price. The prices ranged from \$10.89 to \$11.07. The Reporting Persons will provide upon request by the SEC Staff, full information regarding the number of shares sold at each separate price.
 - (3) This constitutes the weighted average price. The prices ranged from \$11.41 to \$11.98. The Reporting Persons will provide upon request by the SEC Staff, full information regarding the number of shares sold at each separate price.
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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.

Dated: July 26, 2023

On Chau

By: /s/ On Chau

Name: On Chau

8th Wonder Corporation

By: /s/ Cao Bo

Name: Cao Bo

Title: Director

Hotlink Investment Limited

By: /s/ Cao Bo

Name: Cao Bo

Title: Director

Infinite Bandwidth Limited

By: /s/ Cao Bo

Name: Cao Bo

Title: Director

Trustworthy Group Ltd.

By: /s/ Cao Bo

Name: Cao Bo

Title: Director

TERMINATION AGREEMENT

This TERMINATION AGREEMENT (this “**Termination Agreement**”), dated as of July 26, 2023 (the “**Termination Date**”), is by and among 8th Wonder Corporation, a company incorporated under the laws of the British Virgin Islands with BVI company number 2043133 (“**Seller A**”), Hotlink Investment Limited, a company incorporated under the laws of the British Virgin Islands with BVI company number 2043132 (“**Seller B**”, and together with Seller A, each a “**Seller**”, and collectively, the “**Sellers**”), and Fortune Bliss Ventures Limited, a company incorporated under the laws of the British Virgin Islands with BVI company number 2121585 (the “**Purchaser**”, and together with the Sellers, each, a “**Party**”, and collectively, the “**Parties**”).

WHEREAS, the Parties have entered into a share purchase agreement dated April 26, 2023, as amended by that Amendment No.1 to Share Purchase Agreement dated May 16, 2023 (as amended, the “**SPA**”);

WHEREAS, the Parties desire to terminate the SPA and enter into a mutual waiver and release of any and all claims and liabilities under the SPA in accordance with this Termination Agreement; and

WHEREAS, pursuant to Section 4.8 of the SPA, termination contemplated by the Parties, being an amendment or modification to the SPA, must be effected in a written agreement signed by each of the Parties to the SPA.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1.1 Definitions. Capitalized terms used and not defined in this Termination Agreement have the respective meanings ascribed to them in the SPA.

SECTION 1.2 Termination. Each of the Parties hereby terminates the SPA as of the Termination Date and, as a result of such termination, hereby acknowledges and agrees that:

(a) on or promptly after the Termination Date, the Sellers shall (i) cause the Escrow Agent to return the full amount of the USD Deposit to the Purchaser; and (ii) cause the Seller Designees to return the full amount of the RMB Deposit to the Purchaser Designee, and neither of the Sellers nor the Purchaser shall have any claim against the other in respect of the Deposit; and

(b) their respective representations, warranties, agreements, covenants, indemnities, rights, and obligations under the SPA are hereby terminated as of the Termination Date and shall be of no further force or effect and that no Party shall have any further liability to each other under the SPA,

provided, that Sections 4.2 (*Tax and Expenses*), 4.3 (*Notices*), 4.4 (*Interpretation; Headings*), 4.5 (*Severability*), 4.6 (*Entire Agreement*), 4.7 (*Successors and Assigns*), 4.8 (*Amendment and Modification; Waiver*), 4.9 (*Governing Law; Submission to Jurisdiction*), and 4.10 (*Counterparts*) of the SPA shall survive such termination and continue to apply in full force and effect in accordance with the terms in the SPA.

SECTION 1.3 Mutual waiver and release. In consideration of the foregoing matters, each Party, on its own behalf and on behalf of its direct and indirect parent entities, affiliates, predecessors, successors, assigns and other persons that have or could derive rights through them (collectively, the “**Releasing Parties**”) hereby irrevocably waives, releases, and discharges each other Party and each of their respective past, present and future directors, officers, employees, members, partners, managers, stockholders, affiliates, agents, attorneys, representatives, and any past, present and future directors, officers, employees, members, partners, managers, stockholders, affiliates, agents, attorneys, representatives of any of the foregoing and each of their respective successors and assigns (the “**Released Persons**”) from any and all claims, demands, liabilities, debts or obligations, whether absolute or contingent, known or unknown, whatsoever and howsoever arising under, in respect of, relating to or in connection with the SPA, whether in contract or in tort, in law or in equity, granted by statute or otherwise, whether arising from conduct occurring on or before the Termination Date (the “**Released Claims**”). Each Releasing Party hereby expressly waives any and all rights conferred upon such person by any law which provides that a release does not extend to claims which the claimant does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him, her or it must have materially affected his, her or its settlement with each Released Person. Each Releasing Party hereby represents and warrants that it has access to adequate information regarding the terms of this release, the scope and effect of the releases set forth herein, and all other matters encompassed by this release to make an informed and knowledgeable decision with regard to entering into this release and has not relied on any of the Released Persons in deciding to enter into this release and has instead made his, her or its own independent analysis and decision to enter into this release.

SECTION 1.4 Miscellaneous. Sections 4.2 (*Tax and Expenses*), 4.3 (*Notices*), 4.4 (*Interpretation; Headings*), 4.5 (*Severability*), 4.6 (*Entire Agreement*), 4.7 (*Successors and Assigns*), 4.8 (*Amendment and Modification; Waiver*), 4.9 (*Governing Law; Submission to Jurisdiction*), and 4.10 (*Counterparts*) of the SPA shall be incorporated into this Termination Agreement, *mutatis mutandis*, save that each reference therein to “this Agreement” shall be construed as a reference instead to this Termination Agreement.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, the Parties have caused this Termination Agreement to be executed as of the date first written above.

SELLER A

8th Wonder Corporation

By: /s/ Cao Bo_____

Name: Cao Bo

Title: Director

SELLER B

Hotlink Investment Limited

By: /s/ Cao Bo_____

Name: Cao Bo

Title: Director

IN WITNESS WHEREOF, the Parties have caused this Termination Agreement to be executed as of the date first written above.

PURCHASER

Fortune Bliss Ventures Limited

By: /s/ Wang Yu _____

Name: Wang Yu

Title: Director
