
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934

(Amendment No. 3)*

Getty Images Holdings, Inc.

(Name of Issuer)

Class A Common Stock, par value \$0.0001 per share

(Title of Class of Securities)

(CUSIP Number)

K. Niles Bryant
c/o Getty Investments L.L.C., 5390 Kietzke Lane, Suite 202
Reno, NV, 89511
775-412-4300

Jeremiah J. Sullivan, Esq.
c/o Sutton Place Investments, 101 Huntington Avenue, Suite 2100
Boston, MA, 02199-7669
617-217-3500

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

10/12/2026

(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).

SCHEDULE 13D

CUSIP No.

1	Name of reporting person
	Getty Investments L.L.C.
	Check the appropriate box if a member of a Group (See Instructions)
2	☒ (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	0.00
Number of	Shared Voting Power
Shares	
Beneficially	8 178,026,504.00
Owned by	
Each	Sole Dispositive Power
Reporting	9 0.00
Person	
With:	Shared Dispositive Power
	10 178,026,504.00
	Aggregate amount beneficially owned by each reporting person
11	178,026,504.00
	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)
12	☐
	Percent of class represented by amount in Row (11)
13	42.3 %
	Type of Reporting Person (See Instructions)
14	HC

SCHEDULE 13D

CUSIP No.

	Name of reporting person
1	Cheyne Walk Master Fund 2 LP
	Check the appropriate box if a member of a Group (See Instructions)
2	☒ (a)
	☐ (b)
3	SEC use only
	Source of funds (See Instructions)
4	OO
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)

	☐	Citizenship or place of organization
6		DELAWARE
		Sole Voting Power
	7	0.00
Number of Shares Beneficially Owned by Each Reporting Person With:		Shared Voting Power
	8	178,026,504.00
		Sole Dispositive Power
	9	0.00
		Shared Dispositive Power
	10	178,026,504.00
		Aggregate amount beneficially owned by each reporting person
11		178,026,504.00
		Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)
12		☐
		Percent of class represented by amount in Row (11)
13		42.3 %
		Type of Reporting Person (See Instructions)
14		PN

SCHEDULE 13D

CUSIP No.

		Name of reporting person
1		Cheyne Walk Trust
		Check the appropriate box if a member of a Group (See Instructions)
2		☒ (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		NEVADA
Number of Shares Beneficially Owned by Each Reporting Person With:		Sole Voting Power
	7	0.00
		Shared Voting Power
	8	178,026,504.00
		Sole Dispositive Power
	9	0.00

10 Shared Dispositive Power

178,026,504.00

Aggregate amount beneficially owned by each reporting person

178,026,504.00

Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)



Percent of class represented by amount in Row (11)

42.3 %

Type of Reporting Person (See Instructions)

OO

SCHEDULE 13D

CUSIP No.

Name of reporting person

The October 1993 Trust

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



(a)



(b)

SEC use only

Source of funds (See Instructions)

OO

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



Citizenship or place of organization

JERSEY

Sole Voting Power

7

0.00

Number of
Shares

Shared Voting Power

Beneficially

8

5,089,413.00

Owned by

Sole Dispositive Power

Each

9

0.00

Reporting

Person

With:

Shared Dispositive Power

10

5,089,413.00

Aggregate amount beneficially owned by each reporting person

5,089,413.00

Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)



Percent of class represented by amount in Row (11)

1.2 %

Type of Reporting Person (See Instructions)

SCHEDULE 13D

CUSIP No.

1	Name of reporting person
	Mark Getty
	Check the appropriate box if a member of a Group (See Instructions)
2	☒ (a)
	☐ (b)
3	SEC use only
4	Source of funds (See Instructions)
	OO
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)
	☐
6	Citizenship or place of organization
	IRELAND
	Sole Voting Power
7	7,794,004.00
Number of	Shared Voting Power
Shares	
Beneficially	8
Owned by	183,580,002.00
Each	Sole Dispositive Power
Reporting	9
Person	7,794,004.00
With:	Shared Dispositive Power
	10
	183,580,002.00
11	Aggregate amount beneficially owned by each reporting person
	191,374,006.00
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)
	☐
13	Percent of class represented by amount in Row (11)
	45.5 %
14	Type of Reporting Person (See Instructions)
	IN

SCHEDULE 13D

CUSIP No.

1	Name of reporting person
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The Options Settlement

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

2

☒ (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

JERSEY

Sole Voting Power

7

0.00

Number of
Shares

Shared Voting Power

Beneficially 8

Owned by

464,085.00

Each

Sole Dispositive Power

Reporting 9

Person

0.00

With:

Shared Dispositive Power

10

464,085.00

Aggregate amount beneficially owned by each reporting person

11

464,085.00

Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)

12

☐

Percent of class represented by amount in Row (11)

13

0.1 %

Type of Reporting Person (See Instructions)

14

OO

SCHEDULE 13D

Item 1. Security and Issuer

Title of Class of Securities:

(a)

Class A Common Stock, par value \$0.0001 per share

Name of Issuer:

(b)

Getty Images Holdings, Inc.

Address of Issuer's Principal Executive Offices:

(c)

605 5th Ave S., Suite 400, Seattle, WASHINGTON , 98104.

Item 1 This Amendment No. 3 (this "Amendment") amends and supplements the Statement on Schedule 13D, filed with the SEC by the Reporting Persons on September 6, 2022 (the "Original Statement"), as amended by Amendment No. 1 to Schedule 13D, filed with the SEC by the Reporting Persons on January 8, 2025 ("Amendment No. 1"), and Amendment No. 2 to Schedule 13D, filed with the SEC by the Reporting Persons on August 26, 2026 ("Amendment No. 2" and, together with the Original Statement and Amendment No. 1, the "Existing Statement"; and the Existing Statement, as amended by this Amendment, this "Statement"), with respect to the Class A Common Stock, par value \$0.0001 per share (the "Class A Common Stock"), of Getty Images Holdings, Inc., a Delaware corporation (the "Issuer"). Share calculations are based on 421,018,476 shares of Class A Common Stock, of the Issuer as of August

6, 2026 as reported in the Quarterly Report on Form 10-Q filed by the Issuer with the Securities and Exchange Commission (the "SEC") on August 10, 2026, as amended. The Items below amend the information disclosed under the corresponding Items of the Existing Statement as described below. Except as specifically provided herein, this Amendment does not modify any of the information previously reported in the Existing Statement. Capitalized terms used herein without definition shall have the meaning set forth in the Existing Statement.

Item 4. Purpose of Transaction

Item 4 of the Existing Statement is hereby amended and supplemented as follows: As disclosed in the Current Report on Form 8-K filed by the Issuer with the SEC on October 13, 2026, on October 12, 2026, the Issuer and certain of its subsidiaries entered into a restructuring support agreement with the Issuer's majority shareholders, holders of all of the Issuer's revolving loans, more than two-thirds of its term loans and senior secured notes, and more than two-thirds of its senior unsecured notes, providing for a comprehensive recapitalization to be implemented through a prepackaged chapter 11 plan of reorganization. As described in more detail below, the recapitalization contemplates, among other things: (i) an equity commitment of approximately \$533 million by the majority shareholders, inclusive of debtor-in-possession term loans to be provided by certain shareholders and approximately \$100 million of prepetition debt held by the majority shareholders that will convert into equity upon emergence; (ii) the conversion of the first lien term loans and senior secured notes held by holders other than the majority shareholders into new first lien debt with extended maturities and a reduced interest rate, and the conversion of the revolving loans into an amended and restated \$150 million revolving credit facility, that will be repaid and undrawn at emergence; (iii) the retirement of all of the senior unsecured notes in exchange for an aggregate cash payment of approximately \$170.2 million; and (iv) the cancellation of all existing equity interests in the Issuer, with the majority shareholders owning 100% of the reorganized company upon emergence, subject to dilution by a management incentive plan.

Restructuring Support Agreement On October 12, 2026, the Issuer and certain of its subsidiaries (collectively with the Issuer, the "Company Parties") entered into a restructuring support agreement (together with all exhibits, annexes and schedules thereto, including the restructuring term sheet attached as Exhibit A thereto (the "Restructuring Term Sheet"), the "RSA") with: (i) certain holders of, or investment advisors, sub-advisors or managers of funds or accounts that hold claims (the "Secured Funded Debt Claims") in respect of the Issuer's U.S. dollar-denominated term loans (the "USD Term Loans") and euro-denominated term loans (the "EUR Term Loans" and, together with the USD Term Loans, the "Term Loans") under the Credit Agreement, dated as of February 19, 2019 (as amended and restated from time to time, the "Credit Agreement"), among certain of the Company Parties, the lenders party thereto, JPMorgan Chase Bank, N.A., as administrative agent and collateral agent, and certain other parties thereto, and the 11.250% Senior Secured Notes due 2030 issued by Getty Images, Inc. (the "Secured Notes") (such holders, the "Consenting Secured Lenders"); (ii) certain holders of claims in respect of revolving loans under the Credit Agreement (the "Revolving Loans") (such holders, the "Consenting RCF Lenders"); (iii) certain holders of claims (the "Unsecured Notes Claims") in respect of the 14.000% Senior Notes due 2028 and the 9.750% Senior Notes due 2027, each issued by Getty Images, Inc. (together, the "Unsecured Notes") (such holders, the "Consenting Unsecured Noteholders" and, together with the Consenting Secured Lenders and the Consenting RCF Lenders, the "Consenting Creditors"); and (iv) certain holders of equity interests in the Issuer, including the Class A Common Stock (such holders, the "Consenting Shareholders" and, together with the Consenting Creditors, the "Consenting Stakeholders"). Under the RSA, the Consenting Stakeholders, which include Getty Investments L.L.C., Cheyne Walk Master Fund 2 LP, Cheyne Walk Trust and Mark Getty, each a Reporting Person, and KED, have agreed, among other things and subject to the terms and conditions of the RSA, to support the comprehensive recapitalization of the Company Parties (the "Restructuring Transactions"), including by timely voting their claims and interests entitled to vote to accept the prepackaged chapter 11 plan of reorganization (the "Plan"), and not to object to, delay or interfere with the Restructuring Transactions or support any alternative restructuring proposal. In addition, pursuant to the RSA, such Reporting Persons are restricted from transferring the securities reported in this Statement, except in accordance with the RSA. **Milestones** The RSA requires the Company Parties to implement the Restructuring Transactions in accordance with certain milestones (the "Milestones"). **Financing and New Equity Investment** The RSA contemplates a debtor-in-possession multi-draw term loan financing facility to be provided by KED and/or certain of its affiliates (the "Financing") in an aggregate principal amount of up to \$143,000,000, consisting of (i) \$113,000,000 of term loans, of which \$85,000,000 would be available upon interim court approval and \$28,000,000 would be available upon final court approval, and (ii) \$30,000,000 of delayed-draw term loans (the "Delayed-Draw Term Loans") available upon interim court approval. On the effective date of the Plan (the "Restructuring Effective Date"), the Consenting Shareholders will make a cash equity investment (the "New Equity Investment") in the parent of the reorganized Company Parties on and after the Restructuring Effective Date, which may be a newly formed entity or the reorganized Issuer ("New Getty Images"), in an aggregate amount of \$433,212,922.50, less the principal amount of the term loans under the Financing (other than any Delayed-Draw Term Loans) outstanding as of the Restructuring Effective Date, in exchange for new equity interests in New Getty Images (the "New Interests"), and will effectuate an equitization commitment, in each case subject to the terms and conditions of the Equity Commitment Letter (the "ECL") between the Consenting Shareholders (or their affiliates), including Cheyne Walk Master Fund 2 LP, Cheyne Walk Trust and Mark Getty, each a Reporting Person, Cheyne Walk Master Fund LP, and, KED, and the Company Parties. Any Delayed-Draw Term Loans outstanding on the Restructuring Effective Date will be converted into new preferred interests in New Getty Images (the "New Preferred Interests") and will not reduce the New Equity Investment. The reorganized Company Parties will, subject to approval by the new board of New Getty Images, redeem the New Preferred Interests for an amount equal to the principal amount of such Delayed-Draw Term Loans (without giving effect to any interest or fees paid in kind). **Summary of the Restructuring Transactions and Economic Recovery for Certain Holders** The Restructuring Term Sheet contemplates that, on the Restructuring Effective Date, among other things: o holders of general unsecured claims will be unimpaired and will receive payment in full in

cash, reinstatement or such other treatment rendering such claims unimpaired; o the Financing will be converted into New Interests and, to the extent of any Delayed-Draw Term Loans outstanding under the Financing, into New Preferred Interests; o the allowed claims in respect of the Revolving Loans will be converted, on a dollar-for-dollar, cashless basis, into obligations under an amended and restated senior secured revolving credit facility with aggregate commitments of \$150,000,000 (the "New RCF"); o the allowed Secured Funded Debt Claims not held by the Consenting Shareholders will be converted, on a dollar-for-dollar, cashless basis, into new senior secured notes (the "New Notes"), new euro-denominated senior secured term loans (the "New EUR Term Loans") and, to the extent holders of USD Term Loans do not consent to receive New Notes, new U.S. dollar-denominated senior secured term loans (together with the New EUR Term Loans, the "New Term Loans"); o the Secured Funded Debt Claims held by the Consenting Shareholders will be converted into New Interests; o holders of allowed Unsecured Notes Claims will receive their pro rata share of cash in an aggregate amount equal to \$170,212,922.50 (the "Unsecured Notes Recovery"); o holders of claims subject to subordination under section 510(b) of the U.S. Bankruptcy Code, including claims related to the Issuer's public warrants and the related litigation, will not receive any distribution on account of such claims; o all existing equity interests in the Issuer, including the Class A Common Stock and the Issuer's public warrants, will be cancelled, and holders thereof will not receive any distribution on account of such interests; o the Consenting Shareholders will consummate the New Equity Investment pursuant to the ECL and will receive 100% of the New Interests issued under the Plan (subject only to dilution by a management incentive plan) and the New Preferred Interests (if any); and o the applicable reorganized Company Parties will incur the New Notes, the New Term Loans and the New RCF (collectively, the "Exit Facilities") on the terms set forth in an exit term sheet annexed to the RSA. Certain other holders and creditors will receive treatment as detailed in the RSA and Restructuring Term Sheet. Termination The RSA may be terminated by the Company Parties or by the requisite Consenting Stakeholders (or, in certain cases, by individual Consenting Stakeholders as to themselves) upon the occurrence of certain events customary for agreements of this type. The RSA will terminate automatically upon the Restructuring Effective Date. The foregoing descriptions of the RSA, the Financing and the ECL do not purport to be complete and are qualified in their entirety by reference to the full text of the RSA (including the Restructuring Term Sheet, the Financing term sheet and the ECL and other exhibits thereto), a copy of which is filed as Exhibit 99.1 hereto and is incorporated herein by reference.

Item 5. Interest in Securities of the Issuer

(c) Item 5(c) of the Existing Statement is hereby amended and supplemented as follows: Except as described in this Amendment, the Reporting Persons have not effected any transactions in the Class A Common Stock during the past 60 days.

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

Item 6 of the Existing Statement is hereby amended and supplemented as follows: The responses to Item 4 of this Amendment are incorporated into this Item 6 by reference.

Item 7. Material to be Filed as Exhibits.

Item 7 of the Existing Statement is hereby amended and supplemented by adding the following: 99.1 Restructuring Support Agreement, dated as of October 12, 2026, by and among the Company Parties and the Consenting Stakeholders (incorporated by reference to Exhibit 10.1 to the Issuer's Current Report on Form 8-K filed with the SEC on October 13, 2026).

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.

Getty Investments L.L.C.

Signature: /s/ K. Niles Bryant

Name/Title: Officer

Date: 10/13/2026

Cheyne Walk Master Fund 2 LP

Signature: /s/ K. Niles Bryant

Name/Title: By: Sutton Place GP LLC, as general partner, K. Niles Bryant, Chief Investment Officer

Date: 10/13/2026

Cheyne Walk Trust

Signature: /s/ K. Niles Bryant

Name/Title: By: Remainderman Ltd., its trustee, K. Niles Bryant, Chief Investment Officer

Date: 10/13/2026

The October 1993 Trust

Signature: /s/ Zoe Anderson

Name/Title: By: Summit Trust Jersey Limited, as trustee, Zoe Anderson, Director

Date: 10/13/2026

Signature: /s/ Alastair Worthy

Name/Title: By: Summit Trust Jersey Limited, as trustee, Alastair Worthy, Client Director

Date: 10/13/2026

Mark Getty

Signature: /s/ Mark Getty

Name/Title: Mark Getty

Date: 10/13/2026

The Options Settlement

Signature: /s/ Zoe Anderson

Name/Title: By: Summit Trust Jersey Limited, as trustee, Zoe Anderson, Director

Date: 10/13/2026

Signature: /s/ Alastair Worthy

Name/Title: By: Summit Trust Jersey Limited, as trustee, Alastair Worthy, Client Director

Date: 10/13/2026