

Legal Protection for Consumers Who Do Not Receive Purchasing Concert Ticket from Sellers Via Social Media Based on Law Number 8 of 1999 Concerning Consumer Protection

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ABSTRACT

Over time, the purchase of goods/services can now be made online. One of them is the various type of services offered by business entities to the consumers. Proxy purchase/parallel trade/on-selling is one of the services sought by customers to fulfill their needs and wants. In this case, consumers use ticket on-seller service to obtain a concert ticket. Ticket on-selling offered through social networking sites often does not go smoothly and caused losses to the consumer. Therefore, consumers need legal protection to protect their rights and signify what kind of responsibility should be borne to the business entity that does not fulfill its promise. Referring to the case, the author conducted a study using the normative method. The result of the study suggested that the consumer can file lawsuits in court or resolve disputes outside the courts through authorized institutions. Considering that there are currently no regulations regarding electronic commerce and transaction over social networking sites, the author also suggests that the government make special regulations regarding electronic commerce to avoid similar transactions involving electronic system transactions.

Keywords: Personal Shopper, Social Media, Consumer Protection.

1. INTRODUCTION

Basically, everyday we as humans live to fulfil what we needs. Not only fulfil our needs, but also fulfil our desires[1]. This is done by buying various kinds of products. Buying products in the form of goods or services purchased in order to fulfil various daily activities. The purchased goods or services reflect themselves as human beings who actually need other people who trade the product or service to fulfil various needs needed for themselves. Someone who uses or buys a product/service will be referred to as a consumer, while those who trade products/services are referred to as business actors[2].As time goes by, there are many different types of products/services that consumers can find.The products offered or given can usually be through advertisements that are installed, such as through the internet, television, banners, promotions. Products that are widely used by consumers can be in the form of goods such as home appliances, furniture[3]. Usually before making a purchase of a product/service, we as consumers must have many considerations such as seeking deeper information about the product/service, like looking for the appropriate price, type of product, brand, and so on which will then be the

basis for a purchase decision on a product/service. When consumers have decided to buy a product/service, it will create a relationship with business actors. The relationship that arises between business actors and consumers will be called a buying and selling relationship. The buying and selling relationship is like namely the business actor who sells goods/services to other parties who are then referred to as consumers who will buy the goods/services traded, so as to reach an agreement. The sale and purchase itself is also regulated in the Indonesian Civil Code contained in article 1458 which is an agreement with one party that binds itself to another party to deliver an item/object that has paid according to the promised price. Agreements made by business actors with consumers will create rights and obligations that will bind. It can be seen that when consumers have made transactions with business actors and then will provide products/services that have been previously agreed upon.

Currently, buying and selling is not only face to face, but buying and selling can also be done by online. In simple terms, buying and selling is where one party agrees to pay a certain amount of money in exchange for the price [4]. If interpreted further, the sale and purchase is a reciprocal agreement. Business actors are required to provide or

deliver an item of product/service and are entitled to receive payment from the buyer and the buyer is also entitled to receive the product/service and is obliged to make payments to the seller. The agreement can be called by agreeing, because both parties to the agreement agree to do it [5]. In conducting a selling relationship, it does not always go well, these problems can occur because one of the parties does not carry out the actions that have been agreed previously. For example, in this case, the product or service being traded is not as expected by consumers or is not delivered properly.

Especially nowadays, buying and selling transactions through social media are in great demand by the public and have become one of the activities in everyday life to shop for various kinds of needs. Due to the rapid growth of the internet, making it easier for people to buy and sell online, sometimes consumers are interested in getting promos provided by business actors in the form of price discounts and making it easier for business actors to sell or promote product/services to target consumer [6]. Therefore, many people decide to buy products/services through social media or electronic media. Proxy purchase/parallel trade/on-selling is a business idea that is currently busy in online business. Proxy purchase/parallel trade/on-selling can be referred to as Personal Shopper. On-selling/personal shopper is an informal service provided by the seller to consumers in getting an item that they want to buy for their needs or desires but cannot go to the place where the item is sold or has not had time to buy goods directly so that someone uses a Personal Shopper[7]. Personal shoppers are usually used by consumers to buy goods from overseas. Society as consumers who use these services because it can save time, energy, does not require a lot of cost and practical. The various used by consumers are usually in the form of concert tickets, imported Korean goods, skincare, and others. Therefore, as time progresses, many business actors are interested in opening online personal shopper. One of the personal shopper used by young people is a concert ticket, Indonesian is in third position as the country that talks the most on social media about K-Pop. K-pop is Korean Pop, which means it is an idol group from South Korea, so it's not surprising that many business people take this opportunity to attract K-pop fans by using a concert ticket sales service. Services sold by business actors are usually carried out through social media such as Instagram and Twitter at a price that is different from the original selling price or a slightly more expensive price. The problems that often occur in the world of social media trading do not only occur in goods in the form of products but can also occur in the use of services that do not fulfil their obligations to consumers.

As a result of these problems, consumers experience losses that should not be felt by consumers. In this case the consumer is in a weak position [8], and need some protection is a Law Number 8 of 1999 Concerning Customer Protection. Protection of consumers aims to ensure that consumers get legal certainty, security, comfort in using the goods/services sold. Even though the law has been issued which regulates the rights obtained by

consumers, in its implementation in society there are still business actors who violate the provisions in the regulations that are detrimental to consumers. Based on the description of the background, the authors are interested in conducting further research and discussion in the form of a journal entitled "Legal Protection Against Consumers Who Do Not Accept Purchases of Service Products in the Form of Concert Tickets from Business Actors Through Social Media Based on Law Number 8 of 1999 regarding Consumer Protection".

1.1. Formulation of the Problem

Based on the background described, the author has found several problem is:

1. What is the form of legal protection obtained by consumers in buying and selling transactions for entrusted services through social media that are not in accordance with the agreement?
2. What form of responsibility is given by business actors to consumers who do not get concert tickets?

2. METHOD

The research method is a scientific method that aims to obtain correct data so that it can be developed and proven for knowledge which can then be used to solve problems and understand. The research method that will be used by the author is normative research, namely research that takes issues from the law as a system of norms that will be used to provide prescriptive information regarding a legal event [9]. The nature of research in writing uses prescriptive properties. The nature of this research aims to get suggestions on what to do and make a systematic description. Data collection in this study was carried out in order to solve an existing problem and the materials must be accurate and reliable. The data collection technique in normative legal research that will be used is literature study. Literature studies on legal materials can be in the form of primary legal materials, secondary legal materials, and tertiary legal materials. The primary legal material used is the Law of the Number 8 of 1999 concerning Consumer Protection, Law Number 19 of 2016 concerning Amendments to Law Number 11 of 2008 concerning Information and Electronic Technology, Indonesian Civil Code. The secondary legal materials used can be in the form of draft laws, national articles, international articles, international journals and national journals while the secondary legal materials used can be in the form of internet searches, dictionaries, and others

3. DISCUSSION

3.1. Case Chronology

Social media which is basically just for socializing has now become a place for selling. Buying and selling online

through social media makes it easier for people to do it. The products offered through social media are diverse, so that people as consumers can choose the goods/services they want and according to their needs. As time develops, now one of the social media applications, namely Twitter, is used as a place to open a business is a personal shopper/on-selling ticket. Considering that Indonesian people are familiar with the words "Korea", "K-pop" which is still popular. Ratna, one of the users of the Twitter social media application, is a fan of the Korean boyband named BTS. As a fan of the Korean boy band BTS, as a fan, you definitely want to watch live music concerts, Ratna has a Twitter account called *@asknearmything*.

At that time, Ratna wanted to buy tickets for the BTS concert entitled (Love Yourself), and were sold by someone who is an Indonesian citizen who opened on-selling ticket service with the twitter account name *@seoulsys* with the original abbreviation name IM. After having a conversation with the seller, namely *@seoulsys* via Direct Messages on Twitter, it turned out that not only Ratna wanted to buy the concert ticket, but Ratna's friends also wanted to buy it. The conversation that started on Twitter was then continued via Whatsapp and joined in a group containing prospective BTS concert ticket buyers. The seller also said that she was a school friend of the buyer's friend (Ratna) named Ajeng and it had been confirmed that what had been said by IM was true. The concert was held for 3 days, namely on 26,27, and 29 October 2019. Ticket prices sold by the seller were 3.5 million in rupiah, 4 million, and 7 million.

After the agreement made by Ratna and her friends to the seller, then Ratna transferred the ticket money to IM. After giving the money, Ratna as a consumer asked the seller for a guarantee in the form of a photo ID card, passport and personal Instagram account. Concert tickets will be given to Ratna within 10 to 14 working days after making payment. But after 14 days have passed, the ticket is also not given by the seller. Until before the concert was held, tickets were still not given.

Some of the concert ticket buyers wanted their money back (refund) but Ratna was still waiting until the day before the concert was held, but tickets were still not obtained and no explanation was given by IM as the ticket seller. Because the concert schedule was over, Ratna and her friends asked IM as the seller to return the money, and IM agreed to the request and promised to compensate. Compensation is given by replacing twice as much to consumers. In the end, IM was unable to return the concert ticket money and was unable to provide compensation as much as 2 times as promised. Not only that, IM as the seller also avoids and his cell phone is not active, and it takes a long time to reply to messages to consumers.

3.2. Legal Protection for Consumers in Buying and Selling Services through Social Media that is not in accordance with the Agreement.

3.2.1 According legislation number 8 of 1999 concerning consumer protection.

Transactions made between consumers and business actors either through electronic media or social media are legal transactions. Even though Twitter is basically a social media that functions to socialize, express feelings, but the growing function of the internet is now being used as a forum for doing business. Buying and selling made through Twitter can be easily searched, because of the features on Twitter that make it easy for users to search for any keywords, such as searching for "Selling Tickets", "Selling Shirts", and others as well as being able to view information that is currently "Trending Now". internationally and nationally, which in the end there are several business actors who open businesses through Twitter.

An agreement that has been made by business actors with consumers will result in an agreement which will then be binding as law. The agreement made has become a valid agreement and gives birth to rights and obligations between the two parties that have agreed. It can be seen in the chronology of the case that the author has described, business actors sell concert tickets via Twitter because they know that K-pop was popular at that time, especially the BTS boyband which has now become an international boyband from South Korea, but business actors cannot fulfil consumer rights. Consumers have rights, which are contained in Article 4 of the Concerning Customer Protection[10]. Even though the consumer has carried out his obligations in accordance with article 5, namely paying for the concert ticket.

Therefore, consumers do not get the goods/services that have been agreed upon, so Ratna as a consumer needs protection in order to fulfil all the rights that have been given by law [11]. Consumers are entitled to the protection provided by the Consumer Protection Law Article 4 number 5 which reads: "The right to obtain protection, advocacy, and efforts to resolve consumer disputes". Business actors are required to have good intentions in carrying out their business activities and serving consumers honestly and correctly, but business actors violate these provisions. It can be seen that business actors are more emphasized to have good intentions in conducting trade while consumers are more required to carry out their obligations, namely paying according to the price. The total population of the Republic of Indonesia is around 274.9 million people, which is the same as the population in Indonesia, around 61.8% of whom are active users of social media.

Sales that are made through one of the social media platforms, namely Twitter, don't seem right, because Twitter is basically a place to socialize, although sometimes it's easier to search for purchases or information about concert tickets, especially Indonesian

people who are K-pop fans. use another ticket vending app.

Purchases made through official companies or affiliated companies, usually have a small chance of being able to get concert tickets, which causes some consumers to decide to make purchases through other people, personal shopper, and so on. When deciding to buy concert tickets outside of that (affiliated companies or direct companies) it is likely that consumers may not get concert tickets by business actors who deliberately take advantage of this condition to take advantage quickly. Concert ticket purchases can be made through several affiliated companies that sell concert tickets such as *traveloka*, *gojek*, *tiket.com*, *tokopedia*. Consumers who are harmed in the case chronology example that the author has described, then consumers can sue business actors based on Law Number 8 of 1999 Concerning Consumer Protection, article 45.

Lawsuits against business actors can be made by consumers who suffer losses and consumers who have the same interests. In this case, consumers can file a lawsuit to a general court or outside the judiciary, such as institutions tasked with resolving consumer disputes. Article 44 explains about Non-Governmental Protection Institutions (LPSKM) is a non-governmental institution that is recognized and registered with the government whose function is to deal with the protection of consumers who suffer losses or whose rights are not fulfilled. Although consumer protection has been regulated in special regulations that contain rights and obligations, there is still a lack of awareness of consumers about consumer rights themselves, and even though consumer protection institutions have been created, consumer dispute resolution agencies, consumers still have low knowledge of aspects of consumer protection as a form of consumer protection. Electronic media users in buying and selling.

3.2.2. According to the Information and Electronic Technology Act

Almost all Indonesian people already understand how to use electronic transactions. The definition of electronic transaction is a legal act carried out using a computer network, computer, or electronic media, and others.

The Law on Information and Electronic Technology was born in order to realize public order, legal certainty, and justice in using electronics. In practice, we as consumers in buying and selling online are definitely through electronic media, but the protection of consumers is not only regulated in the Consumer Protection Act, but also regulated in the Information Technology and Electronic Law. in Article 28 paragraph 1 which reads that:

“If someone spreads fake news, either intentionally or unintentionally, it misleads and causes consumer harm.” It regulates the actions that are prohibited by business actors. It is not only regulated in article 28 [12], but also in article 9 regarding that business actors in offering products through electronic systems must provide correct and complete information. Although the Information and

Electronic Technology Law does not comprehensively regulate online buying and selling, several articles in online buying and selling can be used which can cause consumers to experience losses, but can't cover all the problems that occur in the use of electronic media as consumers.

3.3. Responsibility of Business Actors to Consumers Who Don't Get Concert Tickets.

Responsibility is something that must be done by someone who causes others to suffer losses because of that person's actions. When a business actor as a concert ticket seller does not provide the goods/services ordered and has been paid for by the consumer, the business actor must be responsible. Consumers have carried out their obligations by paying according to the value/price, therefore business actors must also carry out their obligations. With this, the business actor violates the Consumer Protection Law in article 16 which reads: "Business actors are prohibited from offering services/goods and do not fulfill orders for time agreements in accordance with the agreement or do not keep promises within a certain limit". Violations committed by business actors do not only violate Article 16, but violations are also committed against several articles, namely Article 4, Article 7, Article 8, and Article 19. Liability can be carried out by providing compensation or compensation, which is based on the Consumer Protection Act Article 19 point 1.

Business actors are obliged to provide compensation for harming consumers and causing consumers to be unable to use/consume goods/services (unable to watch the anticipated concert). Compensation can also be in the form of returning money or returning similar or equivalent services (can be like giving BTS concert tickets at a later time or according to an agreement between consumers and business actors. If the business actor still does not provide compensation, the business actor can be punished based on the Consumer Protection Law Article 62 paragraph 2 which states: "Business actors who violate the provisions as referred to in Article 11, 12, 13 paragraph 1, Article 14, Article 16, Article 17 paragraph 1 (letter d and letter f) shall be sentenced to a maximum imprisonment of 2 years or a maximum fine of 500 million.

4. CONCLUSION

Purchases of deposit services made online through social media, one of which is Twitter, are included in legal electronic transactions. An agreement that has been made with consumers and business actors will result in an agreement and become binding as law, because the parties agree to do so. Based on the provisions of Article 4 of the Protection Law, consumers have the right to comfort in consuming goods, have the right to honest information about the condition of goods/services, and receive compensation if the services received are not in accordance with the agreement.

This is reflected in the example of the chronology of the Ratna case, it can be said that Ratna and her friends have carried out their obligations as consumers to IM by paying for ticket services in accordance with Article 5 of the Consumer Law Protection (letter C). However, business actors do not provide concert tickets to consumers, therefore consumers need protection against themselves. Based on Article 45 of the Consumer Protection Law, consumers who are harmed can sue business actors through institutions tasked with resolving disputes between consumers (such as LPKSM, BPSK, and BPKN) and business actors or through general courts. A lawsuit against a business actor can be made by a consumer who is harmed and a group of consumers who have the same interest, considering that not only Ratna is a consumer, she can file a lawsuit against business actors. Even though LPKSM has been created, consumer knowledge about their rights is still low as users of electronic media in buying and selling goods/services. So that the provisions of the regulations regarding the delivery service have not been clearly regulated which causes many consumers who use the deposit service not to get concert tickets.

Referring to article 7 (letters a, f), business actors must have good intentions but business actors in buying and selling do not have good faith by replying to messages from consumers for a long time and then disappearing. Business actors are obliged and responsible for providing compensation/compensation as regulated in Article 19 of the Consumer Protection Law, in this case the business actor cannot provide concert tickets to consumers, then the business actor is obliged to provide compensation or compensation due to the services produced, namely: concert tickets cause consumers to suffer losses because they cannot watch the concert. So, business actors who cannot provide compensation or compensation to consumers, consumers can file a lawsuit through the courts or outside the court such as the National Consumer Protection Agency or can be subject to criminal sanctions based on the Consumer Protection Law article 45 or criminal prosecution based on article 62 paragraph 2 who violates the provisions of Article 11, Article 12, Article 13, Article 14, Article 16, and Article 17 paragraph 1 or is subject to a maximum fine of 500 million.

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