



Buying and Selling Practices of Blind Book on Shopee Marketplace Viewed from Consumer Protection Perspective

Fery Dona^(✉)

Fakultas Syariah UIN Raden Mas Said Surakarta, Kabupaten Sukoharjo 57168, Indonesia
ferydona002@gmail.com

Abstract. Digital marketing plays a vital role to increase sales. Blind book, a package that contains special random books, with its charm lures the consumers. The uniqueness of blind book sold in *Shopee* triggers a question on how the consumer rights are met. This study was a qualitative study in which the data collected through observation and documentation were supported by the relevant literature. The collected data then were analysed by using Miles and Huberman interactive data analysis covering data reduction, data display, and verification or conclusion drawing. The findings show that blind book buying and selling practices in *Shopee* have fulfilled the consumer rights as stated in Consumer Protection Laws.

Keywords: Blind Book · *Shopee* · Consumer Protection Laws

1 Introduction

Digital disruption, in which rapid development of information technology takes place, changes various business lines and switches people's conventional lifestyle to digital lifestyle. According to Lawrence Lessig, internet is used by the people to communicate and conduct transactions through cyberspace. [1] In recent years, accelerating digital transformation has been the focus in Indonesia so that the Ministry of Communication and Information Technology (Kominfo) constructs a Digital Indonesia Roadmap for 2021–2024. This acceleration surely aims at realizing digital economy in Indonesia.

As a way to achieve the goal, Kominfo focuses on the 10 digital priority sectors covering digital tourism, financial services, trade, agriculture and fisheries, education, media and entertainment, health, real estate and urbanization, as well as industrial digitization and government digitization. [2] One of strategic sectors in the transformation of digital economy is the digital trade in marketplaces. Marketplace, as stated by Shan Wang and Norm Archer, is an open space that connects the sellers and the consumers to do online transactions without having to meet face to face. [3].

Digital trade in Indonesia keeps growing because of the marketplaces, and, based on the survey done by Similarweb, the top five of marketplaces in Indonesia are; Tokopedia, *Shopee*, Lazada, Bukalapak, and Blibli [4]; ranked based on the traffic. A survey

done by Sensor Tower shows that Shopee is the most downloaded shopping application in July 2022. [5] Regardless the ranks and the preferences in choosing the marketplaces and despite the intense competition between marketplaces, Shopee is considered quite attractive due to the brand switching. According to Febiastuti and Nawarini brand switching occurs for three reasons; too many products of the same type on the market, marketing techniques, and price variations. [6] Many Shopee stores take advantage from this phenomenon to sell blind book. Blind book or blind date with book is basically a book package. However, the consumers have no idea of the identity, the visual, and the physical appearance of the books. Blind book is also cheaper. If consumers visit Shopee, blind book will easily be found. This unique promotion supported by the convenience to buy the blind book in Shopee tempt the consumers.

In order to sell or buy books, there is no need for the consumers to directly come to the bookstore. Instead, they can do it with the help of Shopee. Realizing the development of digital transactions, the consumers' transaction patterns and bargaining positions change. The technology development places entrepreneurs in a more profitable position rather than the consumers. Entrepreneurs frequently ignore consumer interests. Some believe that consumers are in a weak bargaining position as (1) there are many products, brands, and marketing techniques; (2) there is an increase on the consumers' purchasing power; (3) there are more various brands in the market; (4) the products rapidly change; (5) the easy transportation and communication offer greater access to various entrepreneurs; (6) there are misleading advertisements; and (7) the possibility of frauds done by the entrepreneurs. [7, pp. 2–3]

Based on Law Number 8 1999 concerning on consumer protection; consumers have the right to get legal protection carried out based on 5 principles; benefit, justice, balance, security, and legal certainty. [7, p. 7] Considering the argument, the researcher intends to examine the consumer rights fulfilment regarding buying and selling practices of blind book.

2 Research Methodology

This was a qualitative study in which the researcher was the key instrument. [8] In this study, the researcher studied and analysed the realities by formulating problems as the focus of the study. Hence, the researcher collected any data or information regarding the buying and selling practices in Shopee viewed from Consumer Protection Law perspective through observation and documentation. The observation was participant observation so that the researcher acted as a participant that interacted with the subjects of the study so that the buying and selling practices could be directly observed. Documentation, collecting literature on blind book buying and selling practices, was also done to support the data. [8, pp. 254–255]

The collected data then were analysed through three processes; data reduction, data display, and verification or conclusion drawing. [9] Data reduction dealt with the process in which the data were selected while data display dealt with the process to present the selected data. The last step, verification or conclusion drawing, was the process to conclude the findings. In this process, the researcher analysed the link between the displayed data or between the buying and selling practices viewed from Consumer Protection Law.

3 Findings and Discussion

3.1 The Overview of Blind Book Buying and Selling Practices in Shopee

There are changes on the marketing due to the rapid information technology development. Marketing is any attempt that a company does to promote products or services. The main focus of the marketing is the needs of the consumers so that they can satisfy the consumers. [10] As a response to the rapid development of information technology, digital marketing becomes an alternative. One of its effects is the presence of marketplaces that have the same concepts as traditional or conventional markets but aim for virtual use. Marketplace exists so that the buying and selling practices are efficient and effective. The effectiveness can be claimed based on several indicators. One of them is that marketplace facilitate both sellers and consumers to have transactions in one digital platform. It becomes an efficient medium as it is cost and time effective. [11].

Shopee is one of some popular marketplaces in Indonesia. It is even popular in South East Asia and Taiwan. Consistently, Shopee ranks the first when it comes to its monthly active users, time spent, and number of downloads. In the first quarter of 2021, the traffic share shows that there are 127.4 million visitors of Shopee. With a significant number of visits and downloads, Shopee manages to rank first for free and popular applications in the shopping category on the Google Play Store. [12].

Shopee claims to offer not only an easy online shopping experience but also safe, fast, and fun. Moreover, it has an integrated payment system so that Shopee acts as the third party that connects the sellers and the buyers in one digital platform. For the sellers, it is much more convenient to market the products. For the buyers, Shopee is user friendly as the products are categorically displayed such as electronics, computer and accessories, handphone and accessories, food and beverage, beauty care, home supply, men's clothing, women's clothing, men's shoes, Muslim fashion, men's bags, baby and child fashion, fashion accessories, mother and baby, watches, women's shoes, health, women's bags, hobbies and collections, automotive, sports and outdoor, souvenirs and parties, photography, vouchers, and books and stationery.

Moreover, Shopee offers various promos. One of them is selling blind book which is considered attractive. Blind box is also known as mystery box book or blind date with book. Based on the data collected through the observation done on August 9th 2022, most of the blind books are mystery books that the consumers do not know the details (the titles, the writers, and the number of pages) of the package. However, there are some book categories such as fiction, non-fiction, and spiritual books that the consumers can choose. Despite all of the mysteries, all the blind books are original.

In order to buy blind book in Shopee, the consumers should follow the following steps: [13].

1. Open Shopee application or website.
2. Type "blind book" in the search box so that various blind book products offered by different bookstores appear.
3. Choose the blind book.
4. Read the descriptions of the blind book that cover the price, the category, the quantity, and other relevant information.

5. Click “Beli Sekarang” or buy now. The consumers then will be directed to “Checkout” page.
6. Choose the payment method as well as filling the shipping address, name, and phone number. There are also promos such as “Tukarkan Koin Shopee” or spending Shopee coins, “Voucher Gratis Ongkir” or free shipment voucher, and “Diskon & Cashback Koin” or discount and coins cashback that make the price of the blind book cheaper.
7. Click “Buat Pesanan” to place the blind book order.
8. Once the order is placed, the consumers can monitor the status of their purchases on the “Pesanan Saya” or on my order menu.

Shopee also outlines terms of service that the sellers should follow. They must not add irrelevant information, display pornographic photos, include spam or irrelevant descriptions, upload duplicate products, use old product pages to upload new products, manipulate prices, direct consumers to do transactions outside Shopee, commit false identity fraud, sell counterfeit and imitation goods, use Shopee logo without permission, offer services, establish a return policy that is contrary to Shopee’s, interfere other sellers, and violate the terms of service and commit fraud such as falsifying sales information and misusing product discounts, free shipping, vouchers, and fraud in any form. [14].

3.2 Consumer Protection Act

The term “consumer” based on black’s law dictionary is “a person who buys goods or service for personal, family or household use, with no intention or resale.” Meanwhile, based on text-book on consumer law, consumer is defined as one who purchase goods or service. There are numerous definitions of consumer according to experts including in Indonesia’s positive law. There are several variations of the use of the term of which meaning is related to consumer. However, legal experts agree to define consumer as the final user of goods and/or services from the seller. [15, p. 21] Based on Law Number 8 of 1999 about Consumer Protection, consumer is defined as everyone who uses goods and/or services available in the community either for the benefit of themselves, family, other people, or other living creatures; and not for trading. [15, p. 22]

As the culmination of economic activity, consumers need legal protection, since it is important for them. Although in this modern era, information is accessible easily and quickly, it does not make consumers control over a product. Generally, consumers are in a weak bargaining position. Due to consumers make purchasing decisions only based on the information they get. Thus, even though they have higher knowledge, they are unable have control over the products they want to buy. [16] In addition to a weak bargaining position, the position of individual consumers also makes them in a weak position.

The low bargaining position of consumers urges them to obtain legal protection. Legal protection for consumers generally consists of three basic rights:

- The right to be protected from loss, both personal and property loss.
- The right to obtain goods or services at a fair price.
- The right to get a proper solution to the problem at hand.

The urgency of legal protection for consumers is manifested in the form of legal certainty. In Indonesia, consumer protection itself is regulated in Law no. 8 of 1999 about Consumer Protection. The law embodies the rights of consumers as regulated in Article 4 which includes the following matters: [17].

- The right to get comfort, security and safety in consuming goods or services. This right aims to ensure the safety and security of consumers in using or utilizing goods or services, so that consumers can avoid losses (physical or psychological) in consuming a product.
- The right to choose and obtain goods and/or services in accordance with the exchange rate and the promised conditions and guarantees. This right aims to give consumers the freedom of choice over products that suit their needs, without external pressure. The purpose is to protect consumers from unfair price games, like an expensive yet poor quality or quantity product or goods.
- The right to obtain correct, clear, and honest information about the conditions as well as guarantees of the said goods and/or services. The right to get proper information is the most important because inadequate information can lead to a product or instruction defect. Information of a product, usually written on product label or marketing media, must include the benefits, side effects, expiration date, and the identity of the manufacturer.
- The right to have their opinions and complaints listened. This right can be expressed in the form of a question regarding matters related to the product due to insufficient information or in the form of a complaint for the loss experienced or in the form of a statement/opinion about a government regulation relating to the interests of consumers.
- The right to obtain advocacy, protection, and efforts to resolve consumer protection disputes properly.
- The right to get consumer guidance and education, so they can avoid losses.
- The right to be treated or served correctly and honestly and not discriminatory.
- The right to obtain compensation and reimbursement if the goods and/or services are not what they should be since it can result in consumer losses both in the form of material and personal (illness, disability, or even death). The claim of this right requires a process through certain procedures, either amicably (out of court) or through a court process.
- In addition to this consumer protection law, there are several other regulations regarding the rights of business actors such as the rights regulated in the banking law, the law on the prohibition of monopolistic practices and unfair business competition, the food law and other laws.

On the other hand, the Consumer Protection Act also regulates several consumer obligations in order to act as a counterweight for entrepreneur in fulfilling the consumer rights. These obligations are enshrined in Article 5 of the Consumer Protection Act as follows:

- Consumers are to read and follow the instructions of the goods and/or services to be purchased.

- Consumers have good intentions in doing the transactions.
- Consumers use the agreed exchange rate to make payments.
- Consumers are required to properly comply with legal settlement over consumer protection disputes.

3.3 Analysis of Consumer Rights Fulfilment in the Practice of Buying and Selling Blind Books on the Shopee Marketplace

Based on the observations, the buying and selling mechanism for blind book packages is not much different mechanism in general. Instead, the difference lies in the description of the products. However, by observing the transactions on blind book, a fundamental question arises regarding the fulfilment of consumer rights. In the case of buying and selling blind book, the seller has full control to random the books that will be shipped to the consumers. Meanwhile, on the other hand, consumers do not really understand the product information unless the seller provides it. It means that consumers have a weak bargaining position; hence, legal protection is vital for them.

Based on Article 4 of the Consumer Protection Act, there are 8 rights of the consumers. Fulfilment of consumer rights based on the opinion of researchers is divided into two: rights that have to be fulfilled by the government and rights that have to be fulfilled by the entrepreneur. Rights that have to be fulfilled by the government includes the right to obtain advocacy; and receive guidance and consumer education. The right to obtain advocacy is consumer rights related to institutions established by the government, such as the National Consumer Protection Agency (BPKN) and non-governmental institutions such as the Indonesian Consumers Foundation (YLKI) and the Non-Governmental Consumer Protection Agency (LPKSM). This right can be claimed if the consumer decides to resolve a problem due to a loss from the producer through legal channels or requires legal protection from related parties. [15] The right to receive consumer training and education is intended to provide consumers with knowledge and skills, so any loss can be avoided and they can be more critical and careful in purchasing a product. Meanwhile, the latter rights that have to be fulfilled by the entrepreneur includes the right to obtain security and comfort in using goods; the right to obtain correct, clear, and honest information; the right to vote; the right to have their opinions and complaints listened.

In terms of buying and selling blind books, there is one essential right that needs to be studied further, it is the right to obtain correct, clear, and honest information about goods and/or services. Based on the observations, basically, the seller has already provided it, including clear description, number of books in one package, quality and category of the books. Therefore, the buyer gets a guarantee for the goods to be received. Meanwhile, other rights such as obtaining security and comfort in using goods and/or services have been fulfilled as well since the product is harmless personally and materially; and, the price is actually cheaper. The right to choose the product is also fulfilled since the buyer has the full control to buy the product. The right to be listened of the complaint and the right to get compensation and replacement are also fulfilled since the buyer can return the product if the blind book product purchased does not match the description from the seller. The last, the right to be served rightfully and honestly as well as non-discriminatory is also fulfilled since all services to buyers are regulated through the Shopee system.

4 Conclusion

The purpose of the enactment of Law Number 8 of 1999 about Consumer Protection is to protect the rights of consumers, so they will not suffer either material or personal losses (physical loss, disability, or even death). In the practice of buying and selling blind books, it is in accordance with the consumer protection law from the aspect of fulfilling consumer rights as regulated in Article 4.

In addition to efforts to fulfil the rights of consumers, consumers must also obey their obligations. The most important thing in this case is that consumers are obliged to read and follow the instructions for buying the goods. By making a transaction, it means that the buyer has agreed to a blind book product sale and purchase agreement between the seller and the buyer.

References

1. L. Lessig, *Code Version 2.0*. New York: Basic Books Publishing, 2006.
2. Kominfo, "10 Sektor Prioritas Untuk Memacu Transformasi Digital," <https://www.kominfo.go.id/content/detail/36895/10-sektor-prioritas-untuk-memacu-transformasi-digital/0/artikel>, Aug. 10, 2022.
3. S. Wang and N. Archer, "Electronic Marketplace Definition and Classification: Literature Review and Clarifications," *Enterprise Information Systems*, vol. 1, no. 1, p. 91, 2007.
4. Similarweb, "Top Sites Ranking for E-Commerce and Shopping Marketplace in Indonesia," <https://www.similarweb.com/top-websites/indonesia/category/e-commerce-and-shopping/marketplace/>, Aug. 10, 2022.
5. Sensor Tower, "Top Chart Indonesia-Shopping," <https://app.sensortower.com/android/rankings/top/phone/indonesia/shopping?date=2022-08-12>, Aug. 10, 2022.
6. S. Febiastuti and A. T. Nawarini, "Factor Influencing Brand Switching Behavior: Role Of Variety Seeking Need As Moderator Variable," *Journal Of Research In Management*, vol. 1, no. 2, pp. 34–48, 2018.
7. A. H. Barkatullah, *Framework Sistem Perlindungan Hukum Bagi Konsumen Di Indonesia*. Bandung: Nusa Media, 2016.
8. J. W. Creswell, *Research Design Pendekatan Metode Kualitatif, Kuantitatif Dan Campuran*. Yogyakarta: Pustaka Pelajar, 2016.
9. M. B. Miles, A. M. Huberman, and J. Saldana, *Qualitative Data Analysis A Methods Sourcebook, 3rd Ed.* United States: Sage Publication, 2014.
10. A. Shinta, *Manajemen pemasaran*. Malang: UB Press, 2011.
11. R. Yustiani and R. Yunanto, "Peran Marketplace Sebagai Alternatif Bisnis di Era Teknologi Informasi," *Jurnal Ilmiah Komputer dan Informatika*, vol. 6, no. 2, pp. 43–48, Oct. 2017.
12. D. H. Jayani, "Jumlah Pengunjung Tokopedia Kalahkan Shopee pada Kuartal I-2021," *katadata.co.id*, Jun. 11, 2021.
13. "Observasi Mekanisme Jual Beli Blind Book di Marketplace Shopee." Ngawi, Aug. 09, 2022.
14. Shopee, "Peraturan Komunitas - Hal yang Dilarang," <https://shopee.co.id/docs/3740>, Aug. 09, 2022.
15. Zulham, *Hukum Perlindungan Konsumen*. Jakarta: Kencana, 2013.
16. P. Kotler, H. Kartajaya, and I. Setiawan, *Marketing 4.0 Bergerak Dari Tradisional Ke Digital*. Jakarta: Gramedia, 2019.
17. A. Miru and S. Yodo, *Hukum Perlindungan Konsumen Ed. 1, Cet.6*. Jakarta: Rajawali Press, 2010.

Open Access This chapter is licensed under the terms of the Creative Commons Attribution-NonCommercial 4.0 International License (<http://creativecommons.org/licenses/by-nc/4.0/>), which permits any noncommercial use, sharing, adaptation, distribution and reproduction in any medium or format, as long as you give appropriate credit to the original author(s) and the source, provide a link to the Creative Commons license and indicate if changes were made.

The images or other third party material in this chapter are included in the chapter's Creative Commons license, unless indicated otherwise in a credit line to the material. If material is not included in the chapter's Creative Commons license and your intended use is not permitted by statutory regulation or exceeds the permitted use, you will need to obtain permission directly from the copyright holder.

