

Consumer Protection and Organizers' Responsibilities for Concert Cancellations in Indonesia (Case Study 'Berdendang Bergoyang' Festival 2022)

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ABSTRACT

This research discusses the legal protection of consumers and the responsibility of event organizers for concerts that are canceled, with a case study of the 2022 Berdendang Bergoyang Festival. Canceled concerts often have a negative impact on consumers and challenge the organizers' legal responsibilities. This research aims to analyze the legal aspects involved in concert cancellations, as well as to evaluate the effectiveness of existing consumer protection regulations. The research method used is normative juridical legal research with a case study approach. The research results show that there is a lack of clarity in the legal framework governing concert cancellations, which can lead to conflict between consumers and organisers. In addition, consumer protection does not yet fully cover event cancellation situations that are beyond the organizer's control. Therefore, it is necessary to improve consumer protection regulations and increase legal awareness among event organizers. This research contributes to understanding the legal dynamics related to concert cancellations and formulating recommendations for improving regulations that can increase consumer legal protection and clarify organizers' responsibilities in dealing with canceled concert situations held.

Keywords:

Cancellations;
Concerts;
Consumer

INTRODUCTION

The music industry is something that is of interest to many people because it is an art that cannot be separated from people's lives. In this industry, concerts are a very important part because they are not only a form of entertainment but can also provide musical communication between musicians and their listeners (Hidayatullah, 2021). Along with the development of the times and the economy, music concerts are starting to be used as an opportunity to attract maximum profits for business people, because with music concerts the audience or fans of singers and/or bands, whether local or international artists, can watch live or interact with their idols. Apart from that, the atmosphere at a music concert certainly gives a special impression to the audience, so that often a singer's or band's music concert is never empty of fans (Lazuardi & Latumahina, 2023).

The rise of local and international artists who are the dream of music lovers provides an opportunity for concert organizers to realize their desire to create a dream concert while making big profits by selling ticket prices that soar. Due to limited venue capacity, the organizers were able to sell out tickets by taking advantage of the artist's popularity and fan fanaticism. In fact, at the same time, a term emerged called 'ticket war' or a situation where several parties compete fiercely to get concert tickets (Harisnanda, Setiawan, & Sudarmanti, 2023). It cannot be denied that this phenomenon was born as a result of the easing of the Covid-19 Pandemic, where offline concerts are starting to appear as if to quench the thirst of music lovers in Indonesia who are hungry for entertainment.

However, the promising business opportunities at a concert and the positive response from consumers or concert goers are not commensurate with the consumer

rights that should be obtained. The problem of concert cancellations is still often faced by consumers. One example is the case of the Berdendang Bergoyang Festival 2022 concert. The concert which was supposed to last for 3 (three) days ended up only being held for two days with a lot of chaos occurring during it. Due to the unprofessionalism of the event organizing committee, many spectators fainted because the venue was overcrowded and pushing and shoving occurred (Agustian & Meiliana, 2022). The situation became even more chaotic because visitors who had already bought tickets demanded that the committee return their money because they could not enter the concert area. Because the situation was impossible and very dangerous, the event was forcibly stopped by the police.

Legal protection for consumers is a very important aspect in this context. Consumers who have purchased tickets and are planning their visit should understand their rights and obligations in a cancellation situation. On the other hand, concert and festival organizers have a responsibility to safeguard consumer interests. They must ensure that the event is organized well and in accordance with the contracts they offer to consumers. In a concert cancellation situation like the case above, the organizer also has certain obligations that must be given to consumers. Based on this, this article will provide a careful analysis of legal protection for consumers and the responsibilities of organizers in the case of concert cancellations.

This research is important to carry out because it is different from previous studies. This is also related to the phenomenon of holding post-pandemic concerts, so it has great appeal to the public. It is necessary to study the legal protection in existing regulations in Indonesia for consumers and the form of responsibility of organizers for consumer losses, especially in the case of the 2022 'Berdendang Bergoyang' Festival in Indonesia.

METHOD

The type of research used in this research is normative juridical. The type of normative juridical research is legal research that focuses on written laws and regulations (law in books). Normative legal research is also based on norms or legal rules that apply in society (Armia, 2021). The problem approaches used to examine the problems in this research are the statutory approach and the case approach. The statutory approach is carried out by examining the laws and regulations related to the legal issue being handled (Amiruddin & Asikin, 2021). In this case, what is used is the Civil Code and Law Number 8 of 1999 on Consumer Protection. Meanwhile, the case approach is carried out by examining cases related to the issue being faced, and has become a court decision that has permanent legal force. In this case approach, the case that is studied to serve as a reference for legal issues is the Berdendang Bergoyang Music Festival case. The sources of legal materials used are primary and secondary legal materials, with qualitative data analysis techniques, namely through a study of all statutory regulations, legal materials, as well as relevant research topics, as well as the legal material collection techniques used, namely using studies literature.

RESULTS AND DISCUSSION

Legal protection for consumers in Indonesia is regulated in Law Number 8 of 1999 on Consumer Protection (hereinafter referred to as the Consumer Protection Law). The definition of consumer according to Article 1 Paragraph (2) of the Consumer

Protection Law is every person who uses goods and/or services available in society, whether for the benefit of themselves, their family, other people or other living creatures and not for trading. Meanwhile, we can call a music concert organizer a business actor, which if we look at Article 1 Paragraph (3) of the Consumer Protection Law is any individual or business entity, whether in the form of a legal entity or non-legal entity that is established and domiciled or carries out activities in the territory the laws of the Republic of Indonesia, both individually and jointly through agreements for the implementation of business activities in various economic fields (Haryani & Neltje, 2021). Indonesia itself does not yet have a specific law that regulates legal protection for events in the creative industry that are canceled. However, we can also know that concert spectators, in this case, as consumers, have their rights regulated in Article 4 of the Consumer Protection Law (Johani, Wiryana, & Mudana, 2019).

Referring to Article 4 Letter H of the Consumer Protection Law which states that consumers have the right to receive compensation and/or compensation if the goods and/or services received are not in accordance with the agreement or as they should be. This shows that the legal protection for concert goers that are canceled is that consumers have the right to refund or receive their money back as compensation/restitution carried out by the concert organizer as a business actor (Trisnamurti & Budiarta, 204). According to Mochammad Isnaeni, legal protection is divided into two kinds, namely (Hanifah Purnama Sari & Makmur, 2023):

1. Internal Legal Protection

Made based on a contract, the parties created the contents of the agreement themselves which creates legal protection and aims to accommodate the interests of all parties involved in the contract agreement.

2. External Legal Protection

This legal protection is created by the state with regulations that accommodate interests as external legal protection. The aim is to prevent injustice, the pursuit of the interests of other parties who act arbitrarily, and losses suffered by weak parties.

In the perspective of civil law, the legal relationship between concert organizers as business actors and concert ticket buyers as consumers is regulated in Article 1457 of the Civil Code which states that the agreement between the seller and the buyer is mutually binding so that the buyer then receives his or her rights to ownership of goods or services from the seller. by paying or providing compensation for ownership of the goods/services. If the agreement is canceled due to negligence on the part of the business actor, consumers have the right to receive appropriate protection, advocacy and efforts to resolve consumer protection disputes, this is in line with the words of Article 4 Paragraph (5) of the Consumer Protection Law (Amisah, Yahuli, & Oktavia, 2023).

The concert organizer is deemed to have violated more than one article of the Consumer Protection Law and is obliged to compensate for the following articles (Hisarma & Sumadi, 2023):

1. Article 4 (consumer rights);
2. Article 7 (obligations of business actors);
3. Article 8 (acts that are prohibited for business actors to carry out);
4. Article 16 (not keeping the agreement);
5. Article 19 (responsibility of business actors).

This is because when concert goers buy concert tickets, an agreement arises between the organizer and the ticket buyer. So business actors are obliged to be responsible for the services as event organizers promised to the audience, if they are not fulfilled then the organizers can be considered in default and concert ticket buyers are entitled to compensation for these losses. This responsibility of business actors is known as contractual liability, where the form of services/goods traded by business actors must be in accordance with the appropriate agreement.

If the refund is not paid by the promoter, then the audience can take the litigation or non-litigation route as stated in Article 45 Paragraphs (1) and (2) of the Consumer Protection Law: "(1) Every consumer who is harmed can sue a business actor through an institution tasked with resolving disputes between consumers and business actors or through a court within the general judiciary; (2) Consumer dispute resolution can be pursued through court or outside court based on the voluntary choice of the parties to the dispute" (Tampinongkol, Gosal, & Wahongan, 2021).

Based on what has been stated, the forms of litigation and non-litigation efforts are (Chrisdanty, 2020):

1. Sue through the Consumer Dispute Resolution Agency (BPSK)
One form of effort that consumers can take is through non-litigation channels by reporting consumer disputes to the Consumer Dispute Resolution Agency ("BPSK") which has the authority to resolve disputes outside of court. BPSK has duties and authorities, one of which is to handle or resolve consumer disputes through mediation, arbitration or conciliation as well as receiving complaints, both written and unwritten, from consumers regarding violations of consumer protection.
2. Suing the Promoter in District Court
Apart from the non-litigation route, concert goers are consumers
Those who suffer losses can also submit a lawsuit to the District Court on the basis that the lawsuit may be an unlawful act based on a violation of consumer rights and the obligations of business actors in the Consumer Protection Law. The basis for a lawsuit can be in the form of a breach of contract on the basis that the promoter did not do what was promised, namely holding a concert or doing what was promised but not as it should be, either for example a concert was held but there was a problem caused by the promoter's negligence or the audience did not get seats according to the number listed on it.

In this case the concert is cancelled, you need to pay attention to whether the concert is canceled and it is entirely the responsibility of the promoter. Because if the artist's management, broker, or other related party has received payment for tickets paid by the audience to the promoter, then the artist's management, broker, or other related party should fulfill their achievements, namely holding a concert, and when the concert is canceled then the parties Those who have received the payment are the ones who are obliged to return the ticket money to the ticket buyers.

This lawsuit can be filed by several consumers who have the same interests or non-governmental consumer protection institutions and submitted to the District Court which is called a group lawsuit or class action. Class action in this case must be filed by consumers who have truly suffered losses and can be legally proven, one of which is proof of transaction (Ashar, 2019).

CONCLUSION

Based on the discussion outlined above, it can be concluded that concert organizers as business actors have a legal relationship with concert ticket buyers (audiences) as regulated in Article 1457 of the Civil Code, where the buyer receives their rights to ownership of goods/services from the seller by paying or providing compensation. So that the audience as consumers is entitled to compensation if the concert organizing services do not match what was promised. Viewers can take the litigation or non-litigation route as stated in Article 45 Paragraphs (1) and (2) of the Consumer Protection Law, in a concrete form the efforts can be made by suing through the BPSK or the District Court. However, beforehand it is necessary to pay attention to the cause of the cancellation of the concert, whether it is entirely the responsibility of the organizer or not. Even though the organizers of the Berdendang Bergoyang Festival 2022 concert have announced ticket refunds, there are still many consumers who have not received their rights. In fact, Article 7 letter (g) of the Consumer Protection Law requires business actors to provide compensation if the goods and/or services received do not comply with the agreement. The concert organizer, as per Article 19 of the Consumer Protection Law, is responsible for providing compensation for causing harm to consumers which results in consumers not being able to see the concert according to the previously promised schedule. If these responsibilities are violated, administrative or criminal sanctions may be imposed.

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