

## Promoter's Liability for Neglecting Consumer Rights in Concert Ticket Exchange Mechanisms

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**Abstract**

The poorly managed ticket exchange process at the Seventeen's World Tour Concert in Jakarta resulted in long queues, causing material losses. This article aims to analyze the promoter's responsibility for neglecting consumer rights and review the legal measures that can be taken. The method applied in this research is a normative juridical approach, incorporating statutory and case analysis. The study relies on secondary data drawn from primary, secondary, and tertiary legal materials, which are analyzed using a qualitative approach. The findings indicated that the promoter neglected the rights to comfort, security, and safety of consumers, as stated in Article 4, point a, of the Consumer Protection Law, which can be taken to stop the event in accordance with Police Regulation Number 7 of 2023. Additionally, accountability can be held based on Article 19 of the Consumer Protection Law and Article 1365 of the Civil Code, which are supported by the theory of negligence and the GCG. Consumers have the right to claim compensation through non-litigation or litigation, although the difficulty of proving immaterial losses constrains the effectiveness of lawsuits.

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**Keywords**

Concert; Consumer Protection; Liability; Promoter

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### 1. INTRODUCTION

The advancement of the times and rapid economic growth have driven significant developments in various sectors, including the entertainment industry. The rise in global popularity of Korean culture, known as the "Korean Wave", has also increased the demand for individuals who can bring K-pop artists to Indonesia. (Kustiawan et al., 2023)

This encourages business actors, who are referred to as promoters, to organize K-pop concerts in Indonesia. Based on Article 1, Number 61 of the Regulation of the Minister of Tourism Number 18 of 2016 concerning Tourism Business Registration, a promoter is a business entity responsible for managing the implementation of entertainment and ensuring the smooth running of the event.



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However, in practice, there are often problems that are detrimental to consumers due to inaccuracies made by the promoter in carrying out their duties.

The legal provisions for consumer losses in Indonesia are regulated by Law No. 8 of 1999 concerning Consumer Protection (also known as the Consumer Protection Law). This regulation is primarily aimed at maintaining the sustainability of responsible business practices while fostering a fair and safe environment for customers. (Rosmawati, 2018, p. 7)

According to Article 4 of the Consumer Protection Law, several consumer rights have been guaranteed, one of which is stated in point a, which explains that consumers are entitled to security, comfort, and safety (Darnia et al., 2023). Consumer Protection Law also aims to increase integrity and responsibility for business actors in ensuring consumer protection (Nabila & Sakti, 2023). However, its implementation in Indonesia still faces various challenges, including inadequate law enforcement and a lack of strictness in imposing sanctions for consumer protection violations. (Widiarty, 2024, p. 21)

The case of exchanging e-tickets for wristbands on the first day, February 4, 2025, at the Seventeen 'Right Here' world tour concert in Jakarta is a clear example of inconvenience and threats to consumer safety. Consumer complaints that have arisen include an unorganized ticket exchange system, which causes long queues due to the lack of queues based on ticket categories, a limited number of counters, and manual wristband searches carried out by a small staff. The ticket exchange location is also considered inadequate in terms of accommodating a large audience capacity (Nurlaela, 2025). In addition, e-tickets purchased through the *mecimashop.com* website do not include the seat number because of the first-come, first-served system applied. (Sukardi, 2025)

The promoter has a legal responsibility to deliver services in accordance with the applicable agreements and provisions, as the relationship between the promoter and the consumer is contractual in nature. The purchase of tickets by the consumer constitutes a form of agreement that must be fulfilled by the promoter. (Indradewi, 2020, p. 19)

However, in practice, these obligations are often neglected, resulting in losses for consumers and raising questions about the extent of the promoter's responsibility for failing to uphold consumer rights. Several previous studies have discussed similar issues, including research by Izaz Alhady and Dian Purnamasari, which highlighted the cancellation of the Rasoundfest concert in relation to consumer rights as stipulated in Article 4, points b, e, and h of the Consumer Protection Law, which were not fulfilled. There was no adequate dispute resolution mechanism (Alhady & Purnamasari, 2025). Meanwhile, research by Naura Afifa and Sylvana Murni highlights the responsibility of promoters at the Berdendang Bergoyang concert, who failed to fulfill promises related to timely ticket refunds and ticket sales that exceeded the venue's capacity. (Tindangen & Hutabarat, 2023)

Both studies focused more on promoter violations related to concert cancellations and the refund process than on the neglect of consumer rights in technical aspects, such as an ineffective ticket exchange system. Therefore, this research was conducted to address this gap by analyzing the form of liability of promoters for neglecting consumer rights in the concert ticket exchange mechanism and examining the legal remedies available to consumers against such actions.

## 2. METHOD

The study employs a normative legal approach, which involves researching and reviewing literature on legal principles based on laws and other regulations (Muhaimin, 2020, p. 29). The research employs both a statutory and a case-based approach. Through the statutory approach, existing legal norms are examined to analyze the regulation of the responsibilities of business actors or concert promoters, particularly those stipulated in Law No. 8 of 1999, as well as other relevant regulations, including Government Regulation No. 60 of 2017 and Police Regulation No. 7 of 2023. The case approach is used to connect the normative analysis to a concrete case, specifically the exchange of tickets for the Seventeen 'Right Here' World Tour in Jakarta concert, organized by the promoter Mecimapro.

This research utilizes secondary data sources, comprising primary legal materials (laws and regulations, doctrines, and jurisprudence), secondary legal materials (books, papers, and interviews), and tertiary legal materials from relevant online sources. Data were collected through a literature study, supported by interview data. Literature studies are conducted by examining regulations and legal literature to establish a normative framework regarding consumer protection and the responsibility of concert promoters.

Meanwhile, interviews are used as supporting data in normative research, not as empirical evidence in a statistical sense, but to obtain explanations, clarifications, and affirmations regarding the application of norms in practice. Sources are selected through purposive sampling based on the relevance of their competencies and authority (Pangaribuan, 2023). Interviews are conducted by:

- a. Written interviews via Twitter direct message to 2 (two) consumers who were directly impacted by the incident of the Seventeen concert ticket exchange case;
- b. Direct interviews through Zoom meetings with 1 (one) representative of Commission 3 of the National Consumer Protection Agency (known as BPKN) and 1 (one) representative of the Public Relations of the Consumers Protection Foundation (known as YLKI).

Data analysis was conducted using descriptive qualitative analysis, which involved describing findings based on relevant theories, laws, and regulations. Normative data and interview results are processed in a complementary manner to provide a comprehensive picture of the responsibilities of

promoters and the quality of consumer protection implementation in practice. In this process, interviews are integrated through legal meaning-making of the information obtained, including:

- a. Relate interview information to the principles, norms, and doctrines being analyzed;
- b. Assess its position as verification of the implementation of norms that have been implemented in accordance with consumer protection goals.
- c. Placing the interview data as confirmation of the gap between the law in the book and the law as interpreted by institutions.

### 3. FINDINGS AND DISCUSSION

#### 3.1 Responsibility of the Promoter of the Seventeen 'Right Here' World Tour in Jakarta Concert for Neglecting Consumer Rights in Exchanging Concert Tickets

The reality of the Seventeen concert ticket exchange, organized by the promoter Mecimapro, is a concrete example of the gap between legal norms and actual practice. BPKN received complaints from 10 to 20 customers on the first day of ticket exchange, which ultimately prompted an unannounced inspection at Lotte Mall Kuningan (Ananda, 2025). The queues that triggered chaos and overflow in ticket redemption reflected the miscommunication and unpreparedness of Mecimapro's promoters in managing large-scale events. (Ananda, 2025)

The series of obstacles and chaos in the ticket exchange process has led to various forms of losses felt by consumers. The form of loss is primarily divided into two types: material losses, which are tangible losses that can be quantified in monetary terms, and immaterial losses, which are losses of benefits that are likely to be received in the future and cannot be measured financially. (Djatmiko et al., 2022)

In this concert ticket exchange incident, YLKI assessed that the losses experienced by consumers were mostly immaterial, including psychological and emotional aspects such as stress due to long queues that reached seven hours or more and fear for their safety, as well as deep disappointment over an experience that should have been fun but turned traumatic (Widya, 2025). In addition, there was one consumer who was hit by a car and suffered more serious losses in the form of physical injuries. (Murti, 2025)

The fact that the concert continues as scheduled does not necessarily eliminate the losses incurred during the ticket exchange. The damage to the consumer experience and the inconvenience that arises in the process of redeeming tickets are sufficient, demonstrating a lack of regard, as reflected in the fundamental principles of consumer protection that guarantee the right to comfort and safety (Daeng et al., 2024, p. 18). As business actors, promoters have a legal obligation to plan and execute the concert

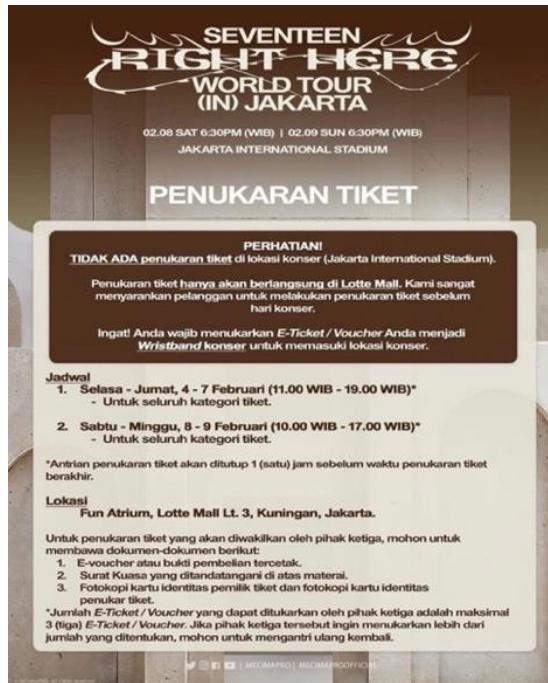
comprehensively, from the pre-event stage through the event itself to the post-event stage. (Listyani & Wiryawan, 2025)

### 3.1.1 Promoter's Responsibility in the Perspective of the Consumer Protection Law

Consumer Protection Law is designed to regulate and protect various consumer interests (Kristiyanti, 2008, p. 13). It is explicitly stipulated in Article 4, point a of the Consumer Protection Law that the right to convenience, protection, and safety is granted to consumers in the use or purchase of any goods or services. If a violation occurs that results in a loss, consumers have the right to express their opinion (Ihwanudin et al., 2025, pp. 27-34), receive advocacy assistance, receive guidance, be treated fairly, and receive compensation, including damages. (Wicaksono et al., 2021)

In the case of the Seventeen concert ticket exchange, it shows that there is a violation of the law that could be considered a neglect of the promoter's obligations, as stipulated in Article 7 point b, namely the responsibility to supply accurate and clear information. The promoter has correctly provided information about the redemption time of 11:00 WIB; however, the information provided is inadequate, as it does not include the ticket distribution time based on the concert day or ticket category, as illustrated in the figure below.

**Figure 1.** Photo of the Ticket Redemption



Source: Instagram @mecimapro, 2025.

This resulted in many fans flocking to the event from the morning of the first day to secure tickets. However, the ticket redemption period before the concert was quite long, lasting four days. Unfortunately, the promoter failed to consider the available time by dividing the ticket redemption based on the concert day, for example, exchanging tickets for concert day 1 on February 4-5 and concert

day 2 on February 6-7. Therefore, the promoter was deemed to have neglected to consider the efficiency of security, comfort, and consumer safety as stated in Article 4, point a.

As business actors, promoters are required to provide compensation for any losses suffered by consumers, as stipulated in Article 19, Section 1. This means that the Mecimapro promoter is obligated to bear all material and immaterial losses resulting from service defects in the ticket redemption mechanism, even though they argued that the long queues were due to excessive consumer enthusiasm (Indradewi, 2020, p. 17). Article 19, Section 2, provides that compensation may be granted in the form of a refund, replacement of goods or services, healthcare, or monetary compensation.

In this case, as one of the consumers whose leg was run over by a car while queuing in the basement received medical treatment as compensation for the accident (Murti, 2025). Not only that, Articles 22 and 28 strengthen consumer protection by applying the principle of reverse onus. This means that any problems in the ticket redemption process will basically be considered the responsibility of the business actor, unless the promoter can prove that the loss was not due to its negligence. (Sinduningrum & Marlyna, 2023)

### **3.1.2 Promoter's Responsibilities from the Perspective of Government Regulation Number 60 of 2017 and Police Regulation Number 7 of 2023**

Administratively, the Mecimapro has indeed pocketed a crowd permit (Ananda, 2025). However, merely possessing a permit is not sufficient to absolve liability if substantial security aspects are neglected. Government Regulation Number 60 of 2017 stipulates the procedures for licensing and supervising public crowd activities. Article 5 requires organizers of public crowd activities to obtain a permit, and Article 13 regulates the police actions necessary to address disturbances to security and public order. Further regulation is provided in Police Regulation Number 7 of 2023 concerning Technical Licensing, Supervision, and Police Actions in Public Crowd Activities. Article 29, Section 2, point b grants the police the authority to take permanent action to terminate the activity if it is deemed to cause chaos.

In this case, the chaos that occurred on the first day of ticket exchange should be the basis for the police to take handling actions, the situations such as uncontrollably long queues, consumers crowding, and lack of mass flow regulation are substantially included in the category of circumstances that "endanger public order", which pursuant to Article 29 section 2 point b, of Police Regulation Number 7 of 2023, may be used as grounds for the implementation of temporary or permanent stoppage measures by the police. Although the regulatory framework allows for both preventive and repressive measures, neither regulation specifies technical indicators or operational parameters regarding the limits on the number of masses, density levels, or risk standards that must be met before police action is taken. As a result, decisions in the field are highly dependent on the subjective assessment of officials on duty,

including in the case of exchanging Seventeen concert tickets, which should have been quite worrying but was not acted upon immediately.

### **3.1.3 Promoter's Responsibility from the Perspective of Good Corporate Governance Principles**

The responsibility of Mecimapro's promoter extends not only to the administrative aspect, in the form of permits to hold events, but also as a company, Mecimapro is obliged to conduct its business activities in accordance with Good Corporate Governance (GCG) standards. This obligation is not only ethical, but also based on the doctrine of fiduciary duty, which requires the company to conduct themselves in good faith and integrity, duty of care, loyal to the organization's business priorities and its stakeholders (duty of loyalty), and free from conflicts of interest (Syakir & Sodikin, 2025). Any deviation in the application of GCG principles in the case of the Seventeen concert ticket exchange is essentially a violation of fiduciary duty, which companies are legally obliged to fulfill. Promoters' actions that do not comply with GCG principles and neglect fiduciary duties include (Sudarmanto et al., 2021, p. 25):

a. Transparency;

The promoter failed to provide clear and adequate information regarding the ticket redemption process, resulting in customer confusion and long queues (Twitter Account @temprk, 2025). This lack of transparency indicates that the promoter failed to fulfill its fiduciary duty by not exercising due care in providing accurate and non-misleading information to consumers.

b. Accountability;

The promoter was not accountable for anticipating the surge in consumers, such as choosing a ticket exchange location that was not proportional to the number of tickets sold (Ananda, 2025). From a fiduciary duty perspective, this constitutes a breach of the duty of care because the promoter did not exercise due diligence in managing activities that directly impacted consumers and the company's reputation.

c. Responsibility;

The promoter failed to ensure the safety and comfort of customers, including failing to provide minimum facilities such as safe queuing lines, additional staff to manage queues, and drinking water for consumers who queued for hours (Widya, 2025). This failure reflects a breach of the duty of loyalty, as the company failed to demonstrate a commitment to act in the best interests of consumers who were directly affected by its business activities (Twitter Account @bermainygasyik, 2025).

d. Independence;

The promoter appears to be biased in determining the ticket exchange location, choosing Fun Atrium Mall, which has a limited capacity and is disproportionate to the number of ticket holders.

This decision is allegedly more influenced by practical considerations or the company's internal cost efficiency, rather than prioritizing consumer comfort and safety (Swastika, 2025). By choosing an option that benefits internal interests but harms consumers, the promoter has failed to fulfill its fiduciary duty to manage the company objectively and free from personal interests.

e. Fairness.

A promoter's apology through an Instagram account has not reflected the application of this principle because it does not provide adequate recovery for immaterial losses suffered by consumers. Within the framework of fiduciary duty, fairness is an integral part of the duty of loyalty, which requires companies to treat consumers fairly and proportionately. In this case, the promoter should have provided more concrete compensation, such as special facilities on the day of the concert or official merchandise, so that the compensation provided was not merely symbolic but truly reflected the company's responsibility to consumers.

The description of these GCG principles shows that Mecimapro's actions in the case of Seventeen's concert ticket exchange not only violated the standards of good governance but also ignored the fiduciary duty obligations inherent in the company. It is not just an ethical problem, but a form of violation of legal obligations that can give rise to further liability.

### **3.1.4 Promoter's Responsibility from the Perspective of Unlawful Act**

From a civil law perspective, this case may also be classified as an unlawful act, as provided under Article 1365 of the Civil Code, and is required to offer restitution to the party who suffered the loss (Kusumadewi & Sharon, 2022, p. 104). The form of compensation in a lawsuit for unlawful acts can take the form of monetary compensation, a statement acknowledging the unlawfulness of the act, a prohibition on performing the act, or a notification disclosing that a prior decision or action has been amended (Badri et al., 2024). The elements of an unlawful act are as follows:

a. There was an act.

The promoter clearly failed to design a ticket exchange mechanism proportional to the number of attendees. The choice of an exchange location in the narrow mall atrium, and without a clear queue system (Nurlaela, 2025).

b. This action violates the law.

The promoter has violated the provisions of the law because it fails to uphold consumer safety and comfort as prescribed as stipulated in Article 4 letter a of the Consumer Protection Law, and where the security and public order standards required under Government Regulation Number 60 of 2017 and Police Regulation Number 7 of 2023 are not fulfilled (Twitter Account @bermainygasyik, 2025).

- c. The actor committed an error.

The promoter failed to anticipate the surge of consumers on the first day of ticket exchange, providing supporting facilities such as safe queues, proportional time allocation, or alternative digital systems to reduce crowd congestion (Ananda, 2025).

- d. There was a loss for the victim.

This element is met because the victim, namely the consumer, suffered immaterial losses in the form of trauma, loss of comfort, safety, and loss of time (Widya, 2025).

- e. There is a causal link that exists between the conduct and the resulting loss.

The long and uncontrolled queues were the result of the promoter's failure to design a safe ticket exchange process, which led to a loss of comfort, impaired health, and even physical injury (Ananda, 2025).

### **3.1.5 Promoter's Responsibility in the Perspective of Negligence Theory**

In the legal doctrine of consumer protection, the basis for a lawsuit to promote liability can be established based on the theory of negligence (Kusumadewi & Sharon, 2022, pp. 77 & 94). This theory also strengthens the argument by emphasizing that the element of "fault" in the unlawful act is fulfilled because the promoter failed to fulfill the duty of care. The application of this theory is not limited to civil liability. However, it can also be extended to assess the administrative and preventive responsibilities that the promoter should fulfill as a business actor from the outset. This theory can be used as the basis for a lawsuit if it meets the following conditions (Zulham, 2013, p. 84):

- a. Actions that resulted in losses due to a failure to exercise proper caution;

The promoter chose the ticket exchange location at Fun Atrium Lotte Mall Kuningan without considering the venue's capacity, given that the number of ticket holders was already known from the beginning (Ananda, 2025). This negligence led to long queues in the basement and outside the mall, clearly failing to reflect the precautionary measures required.

- b. It can be proven that the business operator failed to exercise due care towards consumers.

The promoter was negligent in fulfilling its duty of care by failing to prepare adequate mechanisms, such as staggered time allocation, queue arrangements, a limited number of ticket counters and staff, and supporting facilities like lane dividers and sufficient security personnel, which were minimal (Swastika, 2025).

- c. The losses incurred were a tangible result of this behavior.

The promoter's actions directly caused losses to consumers, particularly immaterial losses in the form of discomfort, safety concerns, and time wasted due to long queues. In fact, one consumer was injured after being hit by a car because the queue was not organized properly (Widya, 2025).

This negligence reflects the promoter's weak planning, coordination, and anticipation, despite the high level of fan enthusiasm being predictable. The fact that chaos only occurred on the first day, while the second day proceeded more orderly after technical improvements such as streamlining and the addition of guardrails, suggests that simple steps could have been implemented from the start (Ananda, 2025).

Therefore, the theory of negligence emphasizes the importance of fulfilling administrative obligations, including adjusting event permits to the capacity of the event location, as an effort to prevent negligence on the part of promoters that could lead to civil liability. On the other hand, prevention obligations can also be carried out through comprehensive evaluations, the development of ticket exchange SOPs, and the improvement of human resources and facilities. Negligence has even prompted the development of regulations on minimum standards for organizing large events to prevent repeated consumer losses and restore public trust.

**Table 1.** Summary of Promoter Responsibilities

Legal Provision	Type of Negligence	Possible Sanction or Remedy
Consumer Protection Law	Irregular ticket exchanges and inadequate facilities violate consumers' rights to comfort, safety, and accurate information.	Compensation based on Article 19 or civil lawsuit with class action.
Government Regulation Number 60 of 2017 & Police Regulation Number 7 of 2023	Failure to anticipate and control crowds, as well as inadequate coordination with security forces.	Administrative penalties and possible revocation of event permits, as well as intervention by the police, such as temporary postponement or complete cancellation of the event.
GCG Principles	Failure to anticipate the surge in consumers and determine ticket exchange locations, as well as failure to demonstrate social responsibility by not immediately providing additional facilities.	Ethical punishments, public apologies, and reputational damage.
Unlawful Act Article 1365 Civil Code	The promoter's failure to design a secure ticket exchange process resulted in loss of comfort, health problems, and physical accidents that violated Article 4 Point a of the Consumer Protection Law.	Civil liability for damages, including the possibility of a class action lawsuit.
Theory of Negligence	Failure to implement the duty of care due to weak coordination of planning and anticipation by the promoter, as well as a lack of readiness in the ticket exchange mechanism, which resulted in losses.	Strengthening the basis for a civil lawsuit that can seek compensation for both material and immaterial damages, enabling administrative penalties to be imposed, and facilitating the drafting of regulations on minimum standards for organizing large-scale events that can prevent such activities from recurring.

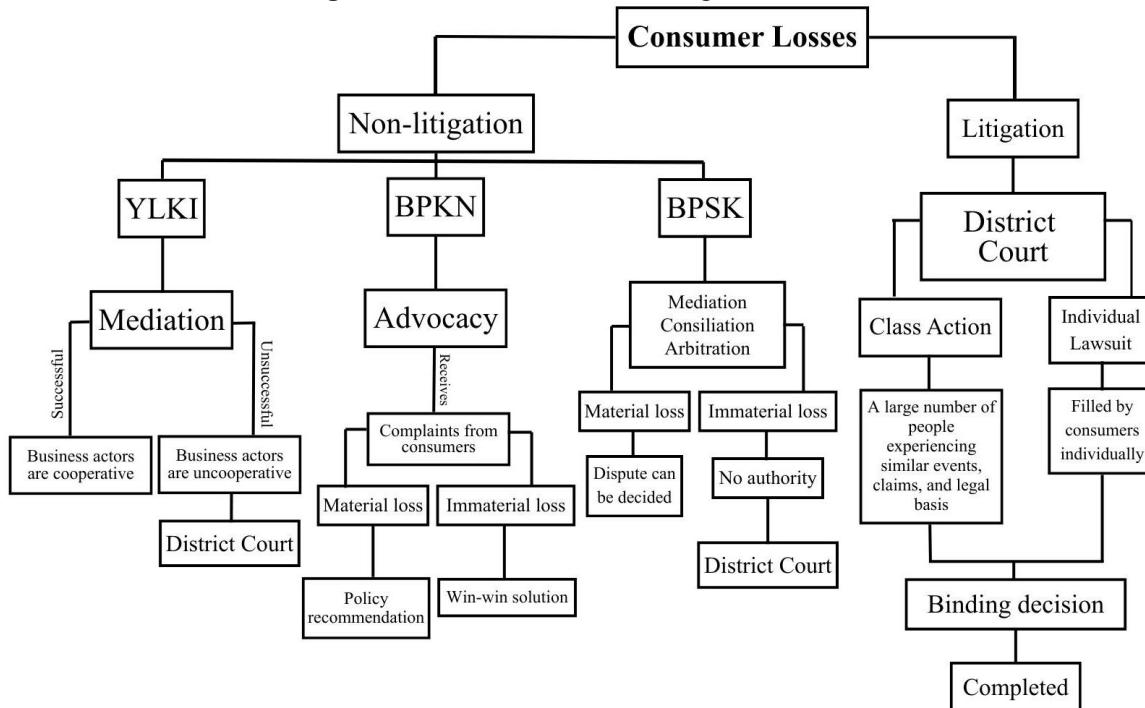
Source: Elaborated by the Author, 2025.

### 3.2 Legal Remedies That Consumers Can File Against the Promoter of the Seventeen 'Right Here' World Tour Concert in Jakarta for Negligence in Exchanging Concert Tickets

Legal remedies are an important instrument for consumers to obtain protection for their neglected rights (Herryani et al., 2024). In the Indonesian legal system, various mechanisms exist for resolving consumer disputes, both non-litigation and litigation, which are regulated under Article 45 of the Consumer Protection Law (Panjaitan, 2021, p. 99). Non-litigation is seen as a simpler, faster, and more

economical initial resolution (Pratama, 2023, p. 2), which can be resolved through third parties such as YLKI, BPKN, and the Consumer Dispute Settlement Agency (known as BPSK) (Tesalonika & Hutabarat, 2024). Meanwhile, litigation is a dispute resolution method that is resolved through the courts, and legal action may proceed only if the non-litigation method is deemed to have failed by one or both parties to the dispute (Irawan et al., 2023). The flowchart outlining the legal actions that consumers may pursue is shown in the figure below.

**Figure 2.** Flowchart of Consumer Legal Remedies



Source: Elaborated by the Author, 2025.

### 3.2.1 Non-litigation Dispute Resolution

To understand the resolution dispute that consumers can take in the case of Seventeen concert ticket redemption, it is important first to review the non-litigation mechanisms available in consumer protection practices in Indonesia, including:

#### a. Public Relations of the Consumers Protection Foundation (YLKI)

One of the institutions that is most often referred to by the public is YLKI (Septian, 2024). YLKI, as a civil society organization, actively receives complaints and advocates directly on behalf of consumers who have a special mechanism. This begins with registration and is reviewed to ensure the issue truly concerns the end consumer. Cases are only processed if the consumer has not filed a lawsuit or does not have legal representation. After registration, YLKI attempts mediation by sending a letter to the business owner. If there is no response within four days, a second letter will be sent. If a response is received, mediation will be initiated as an amicable solution (Widya, 2025).

However, a frequent obstacle is the uncooperativeness of business owners, including concert promoters, which often results in ineffective mediation. This was reflected in the case of the Seventeen concert ticket exchange, where the promoter, Mecimapro, was deemed to have shown no good faith (Widya, 2025).

b. National Consumer Protection Agency (BPKN)

BPKN has a different function than YLKI, namely receiving consumer complaints and formulating policy recommendations, rather than directly resolving disputes (Nadhira et al., 2023). The process begins with receiving public complaints from the Self-Help Consumer Protection Institution (known as LPKSM) or from business actors. After receiving complaints, BPKN conducts a thorough investigation through research on goods and/or services that have the potential to harm consumers, as well as surveys related to consumer needs and experiences in the field (Maulidia & Sutopo, 2024). In this case, BPKN received several consumer complaints regarding the incident of exchanging Seventeen concert tickets, most of which involved immaterial losses, such as loss of comfort and time.

However, BPKN's follow-up is limited to advocacy that involves material losses, while immaterial losses can only be facilitated through peaceful efforts or a win-win solution (Ananda, 2025). These limitations show that the role of BPKN is limited to being more strategic in encouraging long-term policy improvements rather than providing concrete case resolution. For this reason, it is necessary to strengthen the role of BPKN, such as expanding the authority to mediate simple disputes or providing a mandate to coordinate standard compensation for immaterial losses.

c. Consumer Dispute Settlement Agency (BPSK)

BPSK is mandated to resolve disputes through a mechanism that is simple and inexpensive, such as mediation, conciliation, or arbitration. The existence of BPSK is intended to provide easier access to justice for consumers without requiring them to undergo the litigation process in court (Manik et al., 2024). However, in practice, the effectiveness of BPSK is not always optimal due to limited authority (Sitepu & Muhamad, 2022). BPSK is limited to deciding consumer disputes involving material losses, and claims for immaterial losses cannot be accommodated (Masri et al., 2023, p. 235).

In this case, the losses experienced by consumers in exchanging Seventeen concert tickets cannot be resolved through BPSK. These limitations highlight the need to strengthen the role of BPSK, including expanding its authority to handle immaterial losses, providing a mandate to process mass disputes, and enhancing coordination with BPKN to deliver more responsive and comprehensive protection for consumers.

### 3.2.2 Litigation Dispute Resolution

Another way consumers can seek accountability from business actors is through litigation, or disputes are resolved through the courts (Mafaid et al., 2022, p. 34). Consumers can file individual or class action lawsuits in accordance with Article 46 of the Consumer Protection Law. An individual lawsuit is a civil lawsuit filed by an individual consumer to resolve a dispute with a business actor based on violated consumer rights (Khasanah & Jinoto, 2025, pp. 138-139). Meanwhile, a class action or group representative lawsuits are regulated in Supreme Court Regulation Number 1 of 2002, which emphasizes that a class action lawsuit can be filed if it meets the following conditions (Rahma et al., 2023):

- a. The number of group members must be large to be efficient.
- b. There are similarities in facts or events, similarities in legal basis, and similarities in the types of lawsuits experienced by a large number of people.
- c. The lawsuit must be filed by one or more individuals who represent the group and genuinely share the same interests, and who will act diligently in fighting for the group's interests.

In the case of the exchange of Seventeen concert tickets, the class action is considered more relevant than an individual lawsuit because thousands of consumers experienced similar facts, including trauma, discomfort, loss of time, lack of safe lane arrangements, and security disruptions due to uncontrollably long queues, all of this happened due to the negligence of the promoter (Widya, 2025). When viewed from the perspective of negligence theory, the promoter has a duty of care for all the series of activities that take place, and if something goes wrong, the promoter must be responsible (Fatahillah, 2025). Additionally, the legal basis is also clear; Article 1365 of the Civil Code indicates that the promoter's negligence in designing the ticket exchange mechanism results in losses.

However, it is important to note that there are major challenges in applying a class action lawsuit in the case of exchanging Seventeen concert tickets, the majority of which are immaterial. The Civil Code recognizes immaterial losses and allows for compensation (Suryoutomo & Wibowo, 2023). However, the Supreme Court, in its PK Decision Number 650/PK/Pdt/1994, has provided guidelines based on Articles 1370, 1371, and 1372 of the Civil Code that immaterial damages are permissible solely in particular instances, including cases of death, severe injury, or acts of insult. Supreme Court Jurisprudence Number 588 K/Sip/1983 also provides an example of the judge's judgment in considering a claim for immaterial losses, which emphasizes that the claim for damages must be accompanied by evidence and clear details about the form and basis of the loss. If an adequate description does not accompany the claim, then the claim is considered imperfect and can be declared unacceptable (Mantili, 2022).

Not only that, but the assessment of immaterial losses also depends on the subjectivity of the judge guided by the *ex aequo et bono* principle, namely, deciding a dispute based on fairness and propriety. This principle provides room for the judge to assess wisely the extent to which the immaterial losses suffered by the plaintiff are worthy of compensation. However, they cannot be measured with certainty in terms of economic value (Suryoutomo et al., 2022). However, the application of this principle is often done with caution because there is no objective measure in determining the amount of immaterial losses.

Despite the limitations on immaterial losses, a class action lawsuit in the Seventeen concert ticket exchange remains relevant, normatively, if filed based on the unlawful act theory and fulfills the requirement of common interest. However, in practice, the success of a lawsuit depends heavily on the closeness of the consumer base and the judge's attitude in assessing the immaterial losses incurred (Sahira et al., 2025). This is consistent with the legal principles in Decision Number 304/Pdt/2011/PN.Smg and Decision Number 305/Pdt.G/2009/PN.Tng, the judge considered that disappointment in service delivery also deserves to be recognized as a form of immaterial loss.

In both cases, the judges even dared to exceed the limits previously set in the Supreme Court's PK Decision Number 650/PK/Pdt/19944 through the approach of judicial activism, namely, upholding a sense of justice that lives and develops in society by emphasizing the importance of providing reasonable immaterial compensation for the aggrieved party. Thus, consumers have the opportunity to claim compensation for disappointment and inconvenience in service, including in the context of concerts (Mantili, 2019).

### **3.2.3 Limitations of Legal Remedies and the Urgency of Special Regulations for the Protection of Music Concert Consumers**

Considering each perspective, in the case of the Seventeen concert ticket exchange, the non-litigation approach appears to be more juridically appropriate. In this regard, YLKI emphasized that legal efforts should begin with mediation, as it allows for a win-win solution without the need for lengthy and expensive court proceedings, despite being hampered by the promoter's sometimes uncooperative attitude. (Widya, 2025)

BPKN shares a similar opinion, assessing that a peaceful resolution through intensive communication and managerial improvements is more effective, as evidenced by the more orderly queues on the second day following the coordination meeting (Ananda, 2025). Meanwhile, litigation through a class action is possible based on the unlawful act; however, because the losses are immaterial, these legal remedies may be hampered, especially in determining the amount of damages that are eligible for grant.

BPKN also emphasized that the resolution of concert problems does not only depend on regulations and the good faith of promoters, but also on consumer awareness. Consumers in Indonesia

tend to focus on a momentary entertainment experience without considering the promoter's track record, even though the credibility of the promoter can be taken into account before purchasing tickets. By refusing to buy tickets from unprofessional promoters, consumers can provide moral sanctions in the form of declining public reputation and trust, thus encouraging promoters to be more careful and professional. This shared awareness can ultimately create significant market pressure to improve concert hosting standards. (Ananda, 2025)

Ultimately, consumer protection in the organization of music concerts cannot rely solely on existing legal instruments. The limitations of non-litigation and litigation legal remedies in addressing immaterial losses indicate the need for preventive measures in the form of specific regulations and stricter oversight. YLKI emphasized that Indonesia has not yet established detailed regulations related to the concert industry, despite its complex aspects, including ticketing, refunds, venue changes, and safety and health. (Widya, 2025)

BPKN also stated that it has initiated discussions with the Ministry of Trade, the Ministry of Tourism and Creative Economy, and the House of Representatives to encourage the creation of regulations that provide a special legal framework for music concert consumers in Indonesia (Ananda, 2025). Thus, the efforts offered are not only reactive when disputes arise but also preventive, ensuring that consumer rights are protected from the planning stage through the concert's execution.

#### 4. CONCLUSION

The ticket exchange case for Seventeen's "Right Here" World Tour in Jakarta demonstrates that the promoter, Mecimapro, disregarded consumers' rights as provided in Article 4, point a of the Consumer Protection Law. The disorganized ticket exchange process, inadequate location, and lack of anticipatory planning resulted in immaterial losses and could be categorized as an act of negligence. Furthermore, the promoter's failure to implement GCG principles further confirms that the promoter can be held liable for losses suffered by consumers.

Then, the legal remedies available to consumers are divided into non-litigation and litigation options. Non-litigation channels, such as through the YLKI, BPKN, and BPSK, are considered simpler, faster, and less expensive, although their effectiveness is highly dependent on the promoter's good faith. On the other hand, litigation allows consumers to file class action lawsuits, although the greatest challenge lies in proving immaterial losses, which the courts often reject.

As a follow-up to this research, several recommendations can be submitted to improve consumer protection at concert events in Indonesia. First, promoters need to implement a structured ticket redemption mechanism with adequate supporting facilities, leveraging a QR code-based, verified digital ticketing system and AI-based crowd management technology to increase accountability and

prevent negligence. Second, the government and related institutions need to formulate special regulations regarding the concert industry, for example, "Entertainment Event Consumer Protection Regulations" under the Ministry of Tourism and Creative Economy, which clearly regulate technical standards, mass management governance, promoter supervision, and accountability systems. Third, establish an institutional cooperation mechanism among BPKN, YLKI, police authorities, and local governments to enhance coordination in preventing and addressing consumer rights violations in the entertainment sector. Fourth, consumers are expected to have better legal awareness in assessing the credibility of promoters.

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