

The Promoter's Liability for Concert Cancellations from the Perspective of the Consumer Protection Law

Angel Virgi Azzahra*, Dadan Taufik Fathurohman

Universitas Swadaya Gunung Jati Cirebon, Indonesia

Email: angel.122010200@ugj.ac.id*, dadan.taufik@ugj.ac.id

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Abstrack

Concert cancellations by promoters have become a significant consumer protection issue in Indonesia, particularly when consumers experience financial losses due to unclear information, delayed refunds, or the absence of promoter accountability. This study aims to examine the legal liability of concert promoters for unilateral concert cancellations and to analyze the actions available to consumers in seeking legal protection and compensation. This research employed an empirical legal method with sociological and statutory approaches. Primary data were collected through interviews and communication with relevant parties, including consumers, the Consumer Dispute Resolution Agency (BPSK), and related authorities, while secondary data were obtained from laws, legal books, journal articles, and previous studies. The findings show that the purchase of concert tickets creates a contractual legal relationship between promoters and consumers. When promoters cancel concerts without clear reasons, fail to provide refunds, or neglect licensing obligations, such actions may constitute breach of contract and violations of Law No. 8 of 1999 on Consumer Protection. Consumers may pursue remedies through refund requests, BPSK mediation, conciliation, arbitration, civil lawsuits, or criminal reports when fraud is indicated. In conclusion, promoter liability is legally enforceable, but consumer protection remains weak due to limited accountability and low consumer awareness of formal legal remedies.

INTRODUCTION

The music industry in Indonesia has shown rapid growth in recent years, as evidenced by the increasing number of music concerts held in both major and smaller cities (Longdong et al., 2024). This growth in the music industry has become a favorite pastime among young people today because these concerts serve as a form of relaxation or entertainment to relieve the stress of work or school in their daily lives (Sumerta et al., 2024); as a result, organizing these concerts involves several parties, such as promoters, event sponsors, artists, and the audience as consumers. Among these parties, promoters play a crucial role, as they are responsible for the overall organization of the concert (Berge & Kleppe, 2022; Frith et al., 2016; Reynolds, 2021).

Concert promoters are responsible for all aspects of organizing a music performance. Their responsibilities include developing the event concept, negotiating and planning with artists and their management, coordinating the venue, marketing activities, and executing the event on the day of the concert. They also oversee event sponsorships and ticket sales. In addition, music event promoters play a direct role in ensuring that all technical components—

including lighting, sound, security, and the artists' specific requirements—run flawlessly (Dowson et al., 2026; Kronenburg, 2016). To attract audiences nationwide, promoters need to know what they're doing and have strong connections within the industry (SAE Indonesia Team, n.d.).

This role demonstrates that concert promoters function not only as event organizers but also as business operators in the music industry. Today, many people want to start a business as concert promoters, as it is considered a lucrative opportunity in the music industry. When a music concert takes place, there are naturally many parties involved, including concert promoters and consumers (Behr et al., 2016; Burland & Pitts, 2016). The holding of a concert creates a relationship between the promoter, as a business operator, and the consumers, as concertgoers. This bond marks the beginning of an agreement in the process of buying and selling tickets. Both parties share the same expectations for the concert; therefore, promoters rely heavily on the support of consumers as ticket buyers—without this support, the event cannot run smoothly (Bila & Setianigrum, 2025).

The sales and purchase relationship illustrates the dynamics between business operators and consumers. In a sales and purchase transaction, there is a legal relationship between the seller and the buyer, whereby the seller is obligated to provide goods or services while the buyer acquires those goods or services. This process ultimately results in an agreement between both parties (Haryani & Neltje, 2021).

An agreement between a business and a consumer ultimately gives rise to legally binding rights and obligations. Consumers must purchase concert tickets from the organizer, while the concert promoter is responsible for holding the concert as promised (Longdong et al., 2024). These obligations are not always fulfilled in accordance with the agreement.

Despite the audience's enthusiasm to see their favorite artists perform, there is a risk of breach of contract by the organizer in managing the music concert (Listyani & Wiryawan, 2025). One form of such a breach is the unilateral cancellation of the event by the promoter without a clear reason. In practice, cancellations may also result from specific reasons, such as permitting issues or other circumstances beyond the promoter's control. A cancellation causes financial loss to ticket buyers, as they have already purchased tickets and placed high expectations on the promoter.

This incident demonstrates that Law No. 8 of 1999 on Consumer Protection plays a crucial role in safeguarding consumer rights. Businesses must not only seek profit but also take consumer interests into account to ensure fairness among all parties involved. The balance of power between businesses and consumers is supported by legal certainty. If this balance is not achieved, consumers find themselves in a vulnerable position and at risk of suffering losses (Saleh et al., 2023). Two key components of Indonesia's consumer protection system are the rights and obligations of businesses. These two factors are interdependent and essential for ensuring effective consumer protection. Consumer protection itself plays a vital role in Indonesia's legal system because it aims to ensure that the public, as consumers, can feel secure and experience fairness when purchasing goods or using services. In Indonesia, this is regulated by Law No. 8 of 1999 on Consumer Protection (Tindangen & Hutabarat, 2023).

The Consumer Protection Law does more than simply regulate the responsibilities and rights of businesses; it also provides a strong legal basis for consumers to seek compensation for damages caused by goods or services that do not meet their expectations. Another function of this law is to encourage sellers to be more diligent in providing products and services to their customers. Business owners have a duty to be honest and transparent when describing their

company's products and services. Consumers must have this information to make informed purchasing decisions and prevent future losses.

Law No. 8 of 1999 on Consumer Protection clearly stipulates the rights and obligations of business operators; however, violations of these provisions still frequently occur in practice. One such example occurred at the Rockligion music concert in Cirebon, which was unilaterally canceled. The promoter had previously announced a change in the concert schedule from May 4, 2025, to May 25, 2025. The event was then unilaterally canceled by the promoter. This situation caused disappointment and financial loss for attendees who had incurred additional expenses for accommodations, transportation, and other preparations.

This situation indicates that many people in the business world—particularly those who organize concerts—are still unaware of their legal obligations toward their consumers. This phenomenon illustrates that many of the business operators in question—namely, concert promoters—have not yet fully understood and fulfilled their legal obligations to consumers. The provisions regarding business operators' obligations to be accountable to consumers are set forth in Law No. 8 of 1999 on Consumer Protection. Consumers are entitled to redress for losses they incur if the goods or services received do not conform to what was agreed upon. The purchase of tickets creates a legal agreement between the concert promoter, as the business operator, and the concertgoer, as the consumer. The relationship between concert promoters and concertgoers can be categorized as a contractual relationship. When a concert is unilaterally canceled without clarity and there is no certainty regarding the refund process by the promoter, this can be considered a breach of contract.

Given the issues faced by concert organizers—particularly when cancellations are made unilaterally—it is clear that consumers remain in a relatively weak position. Although regulations such as the UUPK provide a legal framework that is intended to protect them, the reality on the ground does not always align with these provisions. Consumers often lack clarity regarding cancellations, refund procedures, or other forms of accountability that promoters are required to provide.

This study aims to determine the nature of the promoter's liability for concert cancellations and to analyze the actions taken by consumers in response to such cancellations. Based on these research objectives, this study focuses on several key issues: the promoter's legal liability for concert cancellations and the actions taken by consumers in response to such cancellations.

METHOD

This study employed an empirical legal research design, also known as sociological or non-doctrinal legal research, because it examined law not only as written norms but also as a social phenomenon reflected in the implementation of consumer protection in concert cancellation cases. The study used a sociological approach to explore how legal obligations are practiced by concert promoters and how consumers respond when their rights are violated. In addition, a statutory approach was applied to analyze relevant legal provisions, particularly Law No. 8 of 1999 on Consumer Protection, the Civil Code, and related regulations concerning contractual liability, compensation, and dispute resolution. The research population consisted of parties related to concert cancellation disputes, including consumers who purchased concert tickets, concert promoters, the Consumer Dispute Resolution Agency (BPSK), and law enforcement or licensing authorities. The research sample was selected purposively because

the study required informants who had direct knowledge, experience, or institutional authority related to the Rockligion concert cancellation case in Cirebon.

The research instruments used in this study included interview guidelines, observation notes, and document review sheets. Primary data were obtained through interviews with relevant parties, such as representatives of BPSK Cirebon City, consumers who purchased tickets, and authorities related to event licensing and legal protection. Secondary data were collected from legal materials, including statutory regulations, books, journal articles, previous studies, and online documents relevant to consumer protection and promoter liability. The validity of the data was tested through source triangulation by comparing information from consumers, BPSK, legal authorities, and written legal materials. Technique triangulation was also applied by combining interviews, document analysis, and field-based information. Reliability was maintained by using consistent interview guidelines, recording key findings systematically, and comparing the collected data with applicable legal provisions and prior legal studies.

Data collection was carried out in several stages. First, the researcher identified the legal issue arising from the unilateral cancellation of the concert and mapped the relevant legal framework. Second, the researcher collected primary data through interviews and communication with affected consumers, including information obtained through Instagram direct messages and WhatsApp. Third, secondary legal materials were reviewed to strengthen the legal analysis. The data were processed through data reduction, classification, interpretation, and legal reasoning. This study may use Microsoft Word or qualitative analysis software such as NVivo to organize interview results, legal documents, and thematic findings. The data analysis technique used was qualitative descriptive analysis, supported by normative legal analysis. The findings were interpreted by connecting field data with the provisions of consumer protection law, contract law, breach of contract principles, and the legal remedies available to consumers through mediation, conciliation, arbitration, civil lawsuits, or criminal reports.

RESULTS AND DISCUSSION

A. The Promoter's Legal Liability for Concert Cancellations

Concert cancellations by promoters are a fairly common issue that causes financial losses for concertgoers. Consumers are often at a disadvantage in such situations because promoters fail to provide clarity regarding refunds or other forms of liability. When consumers purchase tickets, they indirectly establish a legal relationship between the two parties.

The purchase of concert tickets indicates the existence of a binding contractual relationship between the parties, and the contract can only be considered valid if all the requirements specified in Article 1320 of the Civil Code have been met. This aligns with contract theory, which holds that a contract is a legal event in which one party makes a promise to another, or when the parties mutually commit to performing a specific act. Since there are no binding rules regarding the form of a contract, a contract may be established either orally or in writing. If made in writing, the document serves as evidence in the event of a dispute between the parties. The written form of a contract not only serves as a means of proof but is also an essential component in demonstrating the existence of the legal event that constitutes the contract (Setiawan, 2014).

When a promoter fails to fulfill its obligation to hold a concert in accordance with the agreement, this situation may be classified as a breach of contract, which entails an obligation

to provide compensation under Article 1243 of the Civil Code (Alaydrus et al., 2026). Furthermore, the application of the principle of strict liability in consumer protection holds the promoter liable without requiring proof of fault on the part of the consumer in a claim for damages. Liability under the law is not limited to the criminal sphere but also encompasses administrative and civil law. More specifically, liability is often associated with legal obligations in civil law—that is, when a person is required to fulfill their obligations in response to a lawsuit filed through the judicial system (Alfianto et al., 2024). Civil liability arises only when an obligation—whether arising from or outside a contract—is not fulfilled. Such obligations stem from a legal relationship that has been established and agreed upon by several parties through a contract (Widiyastuti, 2024).

The analysis in this study is supported by the results of interviews with the Cirebon City Consumer Dispute Resolution Agency (BPSK), represented by the BPSK secretariat. The information obtained indicates that although the Cirebon City BPSK has never directly handled disputes regarding concert cancellations, the agency still has the authority to provide consumer protection under No. 8 of 1999 on Consumer Protection. The authority held by the BPSK, as an out-of-court dispute resolution body, includes receiving and following up on consumer dispute resolution processes, facilitating dispute resolution between consumers and businesses, and issuing binding decisions requiring businesses to fulfill their obligations.

The role of the Consumer Dispute Resolution Agency demonstrates that it not only functions as a mediator but also plays a crucial role in ensuring the fulfillment of consumer rights when disputes arise with business entities—in this case, the cancellation of a concert. Based on the interview findings, it is evident that the concert promoter's role in ticket sales transactions can be viewed as that of a business entity, pursuant to Article 1, point (3) of Law No. 8 of 1999 on Consumer Protection, namely, *"A business entity is any individual or business entity, whether in the form of a legal entity or not, that is established and has its domicile or conducts activities within the jurisdiction of the Republic of Indonesia, either independently or jointly through an agreement to conduct business activities in various economic sectors,"* whereas the ticket purchaser is a consumer, defined as *"A consumer is any person who uses goods and/or services available in society, whether for the benefit of oneself, one's family, others, or other living beings, and not for resale,"* in accordance with Article 1(2) of the Consumer Protection Law (UUPK). This relationship arises from the ticket purchase transaction, which gives rise to an agreement binding both parties and is fully protected by the UUPK.

The unilateral cancellation of a concert without cause and without fulfilling obligations to consumers constitutes a violation of consumer rights. The basis for consumer protection is set forth in Article 4(c) of the Consumer Protection Law, which emphasizes that "every consumer has the right to accurate, clear, and honest information regarding the conditions and warranties of goods and/or services"; every consumer is entitled to clear and honest information regarding the services they receive. In the case of the concert cancellation, ticket buyers did not receive clear information or compensation for their losses. The organizer also failed to provide certainty regarding the refund process for Rockligion ticket buyers (Fitriani, 2025), and Article 4(h) affirms "the right to receive compensation, damages, and/or replacement if the goods and/or services received do not conform to the agreement or are not as they should be."

This provision indicates that the promoter failed to fulfill its obligations as stipulated in Article 7(b), (f), and (g), which affirm the obligation of business operators to provide accurate and transparent information to consumers, as well as to provide compensation if the goods or

services received do not conform to the agreement, including in the event of a concert cancellation. Business operators must openly explain the goods or services offered as referred to in Article 7(b) of the Consumer Protection Law. The information provided must be easy to understand and not misleading. Furthermore, honesty is essential; therefore, the condition of the goods or services must be disclosed as is, without concealment (Longdong et al., 2024).

The promoter has failed to fulfill its obligation to refund consumers, as revealed by information from consumers who have requested refunds via the organizer's Instagram account. Consumers have followed the procedures but have not yet received refunds for the tickets they purchased. This situation indicates that the promoter has failed to fulfill its obligation to provide compensation to consumers as stipulated in Article 19, paragraphs (1) and (2) of the Consumer Protection Law (UUPK). This information was obtained from interviews with ticket buyers conducted via Instagram direct messages and WhatsApp.

Another issue identified in the organization of this concert relates to event permits. The Security Intelligence (Intelkam) Division of the Cirebon City Police explained that any organizer of an event involving a crowd is required to submit a written request for a crowd permit or security permit to the police before the event takes place. However, in the case of the Rockligion concert, the organizers were found to have never submitted a permit application to the Security Intelligence Unit before tickets were sold to the public. In fact, ticket sales must take place only after approval or a permit has been granted by the police.

Furthermore, Intelkam also explained that during the crowd permit application process, organizers must meet various requirements and verify the venue and event readiness. The absence of a permit indicates that the promoter failed to comply with legal requirements in conducting their business activities and reflects a lack of good faith from the very beginning of the event. Meanwhile, according to information from the Corruption Crimes Unit (Tipikor), if an event has been promoted and tickets have been sold to the public but the event is not carried out as promised, it can be reported due to a discrepancy between the information provided and the actual circumstances.

This action may also be classified as a breach of contract due to the failure to fulfill the obligations agreed upon between the promoter and the consumer. The purchase of concert tickets falls under the category of a contract, as defined in Article 1313 of the Civil Code, which states: "*A contract is an act whereby one or more persons bind themselves to one or more other persons.*" Therefore, when a promoter unilaterally cancels a concert without providing a refund, it gives rise to an obligation to provide compensation as stipulated in Article 1243 of the Civil Code, while still taking into account the provisions of Article 1320 of the Civil Code.

A statement from the BPSK affirms that concert organizers bear full responsibility for losses suffered by consumers as a result of concert cancellations. This responsibility includes full refunds in accordance with the provisions of Article 19, paragraphs (1) and (2) of the UUPK. Failure to fulfill this obligation may result in further legal consequences in the form of administrative sanctions as stipulated in Article 60 of the UUPK. Under certain conditions—such as when a promoter fails to fulfill their obligations, lacks clear legal standing, and does not demonstrate good faith—their actions may be categorized as unlawful acts as defined in Article 1365 of the Civil Code. Moreover, if there are elements of intent or fraud in the execution of such acts, they may be subject to criminal sanctions as provided for in Article 492 of Law No. 1 of 2023 on the Criminal Code.

B. Consumer Actions Regarding the Concert Cancellation

Consumer protection is a term used to describe the legal protection afforded to consumers in their efforts to meet their needs while safeguarding them from practices that may harm them (Sidabalok, 2014). The purpose of consumer protection laws is to shield consumers from harmful business practices, ensure transparency regarding product information, and guarantee fair dispute resolution when consumer rights are not fulfilled (Mashudi, 2024). Az. Nasution explains that consumer law not only contains principles and rules governing the relationship between parties but also serves to protect consumers' rights and interests (Atsar & Apriani, 2019). Law No. 8 of 1999 on Consumer Protection has established a clear legal basis regarding consumer rights, including the right to accurate information and the right to compensation as stipulated in Article 4 of the Consumer Protection Law.

The legal protection available to consumers harmed by the cancellation of a concert essentially takes two forms: preventive protection and repressive protection. Preventive protection refers to efforts made to avoid losses to consumers from the outset, before any disputes or conflicts arise between consumers and businesses (Daeng et al., 2024). The Cirebon City Consumer Protection Board (BPSK) explained in an interview that one form of preventive protection involves educating the public and providing information about consumer rights and safe transactions when purchasing concert tickets. Meanwhile, repressive protection is a form of protection provided after consumers have suffered losses or when their rights have not been fulfilled (Daeng et al., 2024). In this case, the BPSK plays a role in facilitating the resolution of disputes between consumers and businesses to refund funds or provide compensation to consumers. The BPSK can also recommend administrative sanctions to the relevant authorities against businesses proven to have committed violations, and even recommend criminal prosecution if elements of fraud are present.

Based on information obtained by the researcher from the Consumer Dispute Resolution Agency (BPSK) of Cirebon City, it appears that this agency has the authority to receive consumer complaints and facilitate out-of-court dispute resolution. The Cirebon City BPSK explains that, pursuant to Articles 23 and 45 of the Consumer Protection Law in conjunction with Minister of Trade Decree No. 350/MPP/Kep/12/2001, dispute resolution mechanisms at the BPSK may be carried out through:

1. Mediation: Resolution with the assistance of a neutral third party (mediator) from among BPSK members, in which the parties reach an agreement voluntarily.
2. Conciliation: Similar to mediation, but the mediator plays a more active role in proposing solutions.
3. Arbitration: A resolution in which the decision is entrusted to a BPSK arbitrator, whose decision is final and binding.

In the event of a concert cancellation, if the business operator is cooperative, mediation or conciliation is a more efficient option. If the business operator is uncooperative, arbitration provides stronger legal certainty.

Based on information obtained from concert ticket buyers (consumers), the efforts made by consumers regarding the Rockligion concert have so far been limited to following the refund request procedure provided by the promoter via the refund link shared on the event organizer's Instagram account. Consumers have followed these steps in accordance with the provided guidelines, but to date have not received any clarity or actual refunds for the tickets they purchased. This situation indicates that the efforts made so far have been limited to internal communication with the business operator and have not yet yielded the expected results.

Consumers actually have the right to pursue further legal action beyond the BPSK, namely through litigation (in court):

1. Civil Lawsuit

Both consumers and businesses may seek to resolve disputes through a civil lawsuit. The legal grounds frequently invoked in court proceedings are unlawful acts (PMH) as stipulated in Article 1365 of the Civil Code or breach of contract if there is an agreement between the parties. Breach of contract may take the form of failure to fulfill the agreed-upon obligation, performance that does not fully comply with the agreement, or delay in fulfilling said obligation. The Consumer Protection Law provides protection to consumers by granting them the right to file a lawsuit in a court located within their jurisdiction. Pursuant to Article 23 of the Consumer Protection Law (Atsar & Apriani, 2019), the provision states that "business entities that refuse and/or fail to provide compensation for consumer claims as referred to in Article 19, paragraphs (1), (2), and (3), and paragraph (4), may be sued through a consumer dispute resolution body or brought before a court in the consumer's place of residence."

2. Criminal Report

If there are indications of fraud under Article 492 or embezzlement under Article 486 of Law No. 1 of 2023 on the Criminal Code, consumers may report the matter to the police. In addition, intentional violations of the Consumer Protection Law may be subject to criminal penalties in accordance with Article 62 of the Consumer Protection Law.

Resolving disputes through litigation is a last resort for consumers to assert their rights against promoters who fail to fulfill their responsibility to provide compensation for losses arising from their negligence (Sumerta et al., 2024). The local police department also emphasized that the identity of business operators can still be traced through various digital data, such as social media accounts, phone numbers, and electronic transaction records. This indicates that even if business operators fail to provide clarity, consumers still have the possibility of obtaining protection for the losses they have suffered. The facts reveal that consumer protection efforts in this regard have not yet been fully effective. Consumers tend to simply fill out refund forms without proceeding to the stage of filing a formal complaint or pursuing other legal remedies.

CONCLUSION

The relationship between a concert promoter and consumers arising from the purchase of tickets is a contractual legal relationship that gives rise to rights and obligations for both parties. The case of the Rockligion concert cancellation demonstrates that the promoter failed to fulfill its obligations as promised, namely to hold the concert and provide certainty regarding refunds. This situation constitutes a breach of contract as defined in the Civil Code, as well as a violation of Law No. 8 of 1999 on Consumer Protection, particularly regarding consumers' right to clear information and their right to compensation. The promoter's legal liability in this case is an obligation that must be fulfilled. However, in practice, this has not been fully implemented, as evidenced by the lack of clarity regarding refunds and the failure to meet licensing requirements—which indicate a lack of good faith on the part of the promoter.

Consumers' efforts to address concert cancellations are still limited to internal mechanisms provided by promoters, such as filling out refund forms, and have not been followed up with further legal action. Consumers actually have the option to resolve disputes either through litigation channels, such as the BPSK, or through non-litigation channels in court. This situation indicates that consumer protection, in practice, has not yet functioned

optimally—not only due to a lack of accountability on the part of businesses but also because consumers have not fully exercised their rights. Indonesia's consumer protection legal system has, in principle, established a sufficiently strong foundation; however, its implementation continues to face challenges on the ground.

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