

Legal Protection for Consumers Against Unilateral Changes to Concert Venues

Lutvia Aulia Azzahra*, Dadan Taufik Fathurohman

Universitas Swadaya Gunung Jati Cirebon, Indonesia

Email: lutvia.122010194@ugj.ac.id*, dadan.taufik@ugj.ac.id

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Abstrack

The rapid growth of music concerts in Indonesia has increased legal concerns regarding consumer rights, particularly when promoters unilaterally change concert venues after tickets have been purchased. Such changes may cause material and immaterial losses because consumers often consider location, accessibility, facilities, and initial event information before making a purchase. This study aims to analyze the legal framework governing consumer protection against unilateral changes to concert venues and to examine the legal protection and remedies available to affected consumers. This research uses a normative juridical method with statutory and case approaches. The data consist of primary legal materials, including Law No. 8 of 1999 on Consumer Protection, the Civil Code, and Law No. 1 of 2023 on the Criminal Code, supported by secondary legal materials such as books, journals, previous studies, and relevant cases. The results show that unilateral venue changes may violate consumers' rights to accurate information, proper service, and compensation, as regulated in Articles 4, 7, 18, and 19 of the Consumer Protection Law. Such conduct may also constitute breach of contract under Article 1243 and violate good faith under Article 1338 of the Civil Code. In conclusion, consumers are entitled to preventive and repressive legal protection through refunds, compensation, BPSK or BPKN mediation, civil lawsuits, and criminal reports when fraud or embezzlement is indicated.

INTRODUCTION

The entertainment industry has seen significant growth in recent years, particularly in the area of music concerts. Music concerts are a highly appealing form of entertainment that also serve as a means for people—especially the younger generation, who are particularly enthusiastic about attending concerts—to unwind from the stresses of daily life. The younger generation's enthusiasm for music concerts has led many promoters (business operators) to organize music concerts every year, featuring a lineup of both national and international artists (Damayanti & Apriani, 2025).

Based on findings from the GoodStats survey, the music performance industry in 2025 shows very significant enthusiasm, with 24% of respondents having attended a music concert, dominated by Gen Z at 28% and millennials at 20%. Although a majority—50%—of respondents said the last time they attended a concert was before 2024, there has been a massive surge in interest, with 74% of respondents planning to attend a concert within the next six months. The data also shows that 50% of respondents attend concerts 2–3 times a year. This trend underscores the younger generation's preference for the experience of enjoying music live rather than through digital platforms (Fatika, 2024).

From the data described above, it is evident that the majority of music concert attendees are Gen Z and Millennials, 50% of whom attend concerts 2–3 times a year. However, behind the rapid growth of music concerts in society, new issues have emerged regarding the rights of consumers as audience members, one of which is the behavior of business operators who unilaterally change concert venues (Pitts, 2020; Van der Hoeven & Hitters, 2019).

In reality, concert organizers often face various obstacles that prevent the event from proceeding exactly as originally planned. Many obstacles arise, such as technical issues, complex regulatory and permitting problems, scheduling conflicts between the venue and other events, schedule changes, venue changes, and unilateral concert cancellations—all of which harm ticket buyers (consumers). Consequently, this triggers demands for refunds as a form of compensation for neglected consumers (Mas et al., 2025).

An example of a concert venue change in Indonesia is the Ed Sheeran concert in 2024, where the location was moved from GBK to JIS due to a scheduled soccer match between Indonesia and Vietnam (Ryzkia, 2024). This sudden change not only involved technical adjustments to the 360-degree stage setup but also raised legal issues regarding the organizer's liability to compensate consumers who felt they had been wronged by the business operator's actions (Irshan & Irawaty, 2025).

The Sheila On 7 concert titled "Tunggu Aku Di," scheduled to take place in Bandung, West Java, is another example of a concert venue change initiated by the promoter, with the event originally set to be held at Siliwangi Stadium. However, the venue was moved to Gelora Bandung Lautan Api Stadium (GBLA) because the promoter had not yet obtained the necessary permits. After that, the venue was moved again to Si Jalak Harupat Stadium; this time, the promoter cited technical issues with infrastructure readiness as the reason. During the concert venue relocation, the promoter offered refunds or full refunds to audience members who felt they had been wronged within 3 business days (KumparanHits, 2024).

A similar issue occurred again in 2025 during the "DAY6 3rd World Tour: Forever Young in Jakarta" concert, with MECIMAPRO serving as the event organizer. Unlike the previous incident, this venue change was decided unilaterally by the promoter without offering any refund options (Mas et al., 2025).

The legal relationship between consumers and businesses is governed by Law No. 8 of 1999 (UUPK). This law establishes standardized, reciprocal rights and obligations, whereby the fulfillment of one party's rights is an absolute obligation for the other party within the legal framework of consumer protection. However, the reality on the ground shows that many businesses disregard their legal obligations. This situation places consumers in a vulnerable position and often results in them suffering losses when using goods or services (Fadhillah et al., 2025).

Law No. 8 of 1999 on Consumer Protection (UUPK) serves as an instrument of legal certainty for consumers. Specifically, this is enshrined in Article 4(b), which guarantees consumers' right to choose and obtain products and services that are of value, of high quality, and consistent with the representations made by business operators. However, in reality, unilateral changes to concert venues still frequently occur (Fadhillah et al., 2025).

In the entertainment industry, particularly in the context of music concerts, refund mechanisms play a crucial role in maintaining public trust in the integrity of business operators (promoters). Article 4(h) of the Consumer Protection Law explicitly states: *"Consumers are entitled to compensation, damages, and/or restitution if the goods and/or services received do not conform to the agreement or are not as they should be."* Based on the legal provisions

outlined above, a refund or reimbursement is a form of business operator liability in the form of compensation aimed at restoring the consumer who has suffered a loss to their original position, as if the contract had been performed as it should have been (Mas et al., 2025).

Based on the issues described above, there is a need for more in-depth legal research on what actually constitutes legal protection for consumers when a concert venue is unilaterally changed, as well as on forms of resolution through non-litigation and litigation channels.

This study aims to analyze the legal framework regarding consumer protection against unilateral changes to concert venues by business operators (promoters) in accordance with applicable laws and regulations, as well as to examine the forms of legal protection and legal remedies available to consumers resulting from such unilateral venue changes by event organizers (promoters).

Based on the above description, there are two issues that can be discussed in this study: first, what are the legal provisions regarding consumer protection against unilateral changes to concert venues by event organizers under applicable laws and regulations; and second, what forms of legal protection and legal remedies are available to consumers as a result of such unilateral changes to concert venues by event organizers.

METHOD

This research uses a normative juridical legal research method, namely research that examines legal norms, legal principles, statutory provisions, and legal doctrines related to consumer protection against unilateral changes to concert venues. The research applies a statutory approach and a case approach, because the study focuses on Law No. 8 of 1999 on Consumer Protection, the Civil Code, Law No. 1 of 2023 on the Criminal Code, and relevant cases involving changes to concert venues by promoters. The data population in this study consists of all legal materials concerning consumer protection, contract law, business operator liability, and dispute resolution mechanisms in Indonesia. The sample consists of selected laws and regulations, scholarly books, journal articles, previous studies, legal documents, and cases relevant to the issue of unilateral changes to concert venues. The sampling technique used is purposive sampling, in which legal materials are selected based on their relevance to the research problem and their ability to explain consumer rights, promoter obligations, legal protection, and available remedies. This design is consistent with the manuscript's stated use of normative legal methodology, statutory approach, case-based approach, and primary and secondary legal materials.

The research instrument used in this study is a legal material documentation guide, which functions to identify, classify, and analyze primary and secondary legal sources. Primary legal materials include binding legal instruments such as the Consumer Protection Law, the Civil Code, and the Criminal Code, while secondary legal materials include books, legal journals, previous research reports, and expert opinions relevant to consumer protection and contractual liability. Because this is normative legal research, conventional statistical validity and reliability tests are not applied. Instead, the validity of the data is maintained through source credibility, legal relevance, statutory consistency, and triangulation of legal materials, including comparison between legal provisions, doctrinal literature, and supporting case examples. Reliability is ensured by using systematic legal interpretation, consistent categorization of legal issues, and repeated examination of the relationship between consumer rights, standard clauses, breach of contract, and legal remedies.

Data collection is carried out through library research and document study. The procedure begins with identifying the legal issue, formulating the research questions, collecting primary and secondary legal materials, classifying the materials based on the themes of consumer protection, contractual obligations, preventive legal protection, and repressive legal protection, and then interpreting the materials using legal reasoning. The data are analyzed qualitatively through descriptive-analytical legal analysis, which describes the applicable legal norms and evaluates their relevance to cases of unilateral concert venue changes. The analysis technique includes statutory interpretation, conceptual analysis, and case comparison to determine whether the promoter's conduct violates consumer rights and what legal remedies are available. Supporting software such as Microsoft Word, reference management tools, and legal database searches may be used to organize sources, manage citations, and structure the analysis, while the core interpretation remains based on normative legal reasoning.

RESULTS AND DISCUSSION

A. Legal Regulations Regarding Consumer Protection Against Unilateral Changes to Concert Venues

A unilateral change of concert venue is defined as an action taken by a promoter (business entity) to unilaterally move the concert location without a clear reason, without the consumer's consent, and in violation of a prior agreement, which has the potential to infringe upon the consumer's rights and cause them harm. From a legal perspective, this involves the audience, in their capacity as consumers, and the promoter, as a business entity, who have a contractual relationship and must comply with consumer protection regulations in Indonesia. This aligns with the definition of breach of contract, where the debtor fails to fulfill their obligations without the presence of force majeure (Suntoyo & Putri, 2016).

Based on the theory of legal protection proposed by Satjipto Rahardjo, the essence of legal protection is to safeguard human rights and ensure that every individual can enjoy their legal rights without harmful interference from others (Sakti & Budhisulistiyawati, 2020). In the entertainment industry, ensuring consumer safety and comfort in the provision of services is a fundamental right that promoters are obligated to fulfill. When a promoter unilaterally changes the concert venue for reasons that cannot be justified, the consumers' substantive rights have been tangibly violated, and this is comprehensively regulated under Law No. 8 of 1999 on Consumer Protection. The concept of "consumer" in this study refers to Article 1(2) of the Consumer Protection Law (UUPK), namely any individual who uses goods and/or services available in society for resale. On the other hand, promoters are classified as business entities under Article 1(3) of the Consumer Protection Law, namely individuals or business entities conducting business activities within the jurisdiction of the Republic of Indonesia. This provision serves as the legal basis for audiences or consumers to hold business entities accountable if, in practice, there are discrepancies that threaten the right to comfort, which is unequivocally guaranteed by law. In this context, this provision also serves as the applicable legal basis for entertainment consumers when accessing music concert services (Harruma et al., 2022).

Unilateral changes to the concert venue can be considered a violation of consumer rights. This is because consumers essentially purchase concert tickets after considering various factors, ranging from location, venue capacity, accessibility, ticket prices, and facilities provided by the event organizer (promoter). Thus, when the concert venue is unilaterally

changed without the consumer's consent for unclear reasons, there is a discrepancy between the initial information and the actual conditions faced by the consumer.

Article 4(b) of the Consumer Protection Law affirms consumers' constitutional right to choose and obtain goods and/or services with guarantees and terms commensurate with the agreed-upon value. Legally, this requires businesses to provide services consistent with the promises and criteria established at the outset of the transaction. This is reinforced by the results of an interview with the Cirebon City Consumer Protection Board (BPSK), which stated that the purchase of a ticket constitutes a "contract" in which the venue serves as the primary reason for the consumer's purchase—effectively acting as an "agreement." Thus, a unilateral venue change by the promoter, with replacement facilities that do not conform to the original agreement, constitutes a violation of this article (Martini, personal communication, April 27, 2026).

Article 4(c) of the Consumer Protection Law states: "The right to accurate, clear, and truthful information regarding the condition and warranty of goods and/or services." The right to accurate information requires businesses to prioritize the principle of honesty when conveying product information, in order to guarantee consumers' right to choose the goods and/or services that best suit their needs. This enables consumers to select the best goods or services for themselves (Atsar & Apriani, 2019). Based on the explanations provided and relevant to this matter, the promoter had promised from the outset that the concert would be held at the Jakarta International Stadium (JIS). However, they had to move the venue due to the soccer league schedule, and tickets were still being sold even though the promoter (business operator) was aware of the risk of a scheduling conflict—a violation of the principle of honesty.

Article 4(h) states that "The right to receive compensation, damages, and/or restitution if the goods and/or services received do not conform to the agreement or are not as they should be." This means that consumers are entitled to compensation if they believe they have suffered a loss due to goods or services that do not match what was initially promised by the business operator (Mashudi, 2024). Based on this explanation, in the case in question, there was initially no option for a refund when the concert venue was changed, but refunds were eventually offered, albeit for a limited time. To date, the business operator has not fully refunded the audience (consumers) (Cahyani, 2026). In line with a statement made by the National Consumer Protection Agency of the Republic of Indonesia (BPKN RI) during an interview, they emphasized that businesses are obligated to restore consumers' rights through compensation. If they fail to do so, the promoter has violated the consumers' substantive rights (Risaldi, personal communication, April 28, 2026).

Furthermore, Article 7 of the UUPK emphasizes the obligation of business operators to apply the principle of transparency when offering their products or services. This provision requires business operators to provide accurate, comprehensive, and truthful information to consumers, in order to ensure that there is no misinformation in legal transactions concerning the obligations of business operators (Atsar & Apriani, 2019). According to a statement from the Cirebon City Police, if there were indications that the venue had been moved by the promoter for technical reasons, this should have been foreseeable. Consequently, the business operator violated its obligation to provide consumers with accurate information at the outset of the ticket sales transaction (Cirebon City Police Intelligence Unit, personal communication, April 24, 2026).

Business operators include unilateral provisions (T&Cs) stating that promoters have the right to change or adjust the terms and conditions without notifying consumers. The clause was

added after the concert tickets were purchased (Cahyani, 2026). According to an explanation from the Indonesian Consumer Protection Agency (BPSK RI), the unilateral relocation of the concert venue by the business operator under the pretext of this clause violates Article 18(1)(g), which states: "Declaring that consumers are subject to new, additions, extensions, and/or follow-up actions implemented unilaterally by the business operator during the period in which the consumer uses the service they have purchased." This provision emphasizes that any clause stating that consumers are subject to unilateral changes in regulations is null and void, and therefore the concert must be deemed null and void. However, due to the inclusion of this standard clause, the business operator (promoter) can easily change the concert venue unilaterally (Khairil, personal communication, April 28, 2026).

In addition to the Consumer Protection Law, this phenomenon also violates several articles of the *Burgerlijk Wetboek* (Civil Code); the first is breach of contract by the business operator (promoter) against the consumer. Breach of contract is a situation resulting from negligence in a contract by one of the parties and not due to force majeure. Article 1243 of the Civil Code states: "Compensation for costs, losses, and interest resulting from the non-performance of a contract, or if something that must be delivered or performed can only be delivered or performed beyond the specified time." (Iwanti & Tahun, 2022). The issue at hand is that the promoter, as the debtor, breached the contract by failing to fully fulfill its obligations. Although the concert still took place, there was a discrepancy between the quality of service provided and the specifications agreed upon in the contract because the promoter unilaterally changed the concert venue. The theory of legal liability explains that a legal entity is considered legally liable for its actions if those actions entail consequences that could lead to the imposition of legal sanctions as a result of unlawful conduct (Asshiddiqie & Safa'at, 2006). According to the Indonesian National Consumer Protection Agency (BPKN RI), pursuant to Article 1243 of the Civil Code, the promoter is obligated to restore consumers' rights through compensation for the decline in the quality of services provided, as a form of the promoter's legal responsibility toward consumers who have suffered losses (Risaldi, personal communication, April 28, 2026).

An interview conducted with the Cirebon City BPSK indicated that the purchase of concert tickets marks the beginning of an agreement (electronic contract) that must be agreed upon by both parties—or what can be referred to as a contract. R. Subekti defines a contract as a legal event in which there is a commitment between two or more parties to carry out a certain action (Nurhayani, 2015). Therefore, in this case, business operators (promoters) are required to fulfill their rights and obligations, as well as those of consumers (Martini, personal communication, April 27, 2026). Article 1338(1) of the Civil Code states, "Everything that is lawfully created is lawful for those who created it." The concert venue promised at the time of ticket purchase is a legally significant clause, as it is on this basis that consumers purchase tickets and enter into a binding agreement with the business operator. Therefore, the business operator (promoter) cannot unilaterally change the "rules"—or, in this case, the terms and conditions (T&C)—without the consent of the other party (the consumer). Consequently, the unilateral change of the concert venue constitutes a violation of Article 1338(1) of the Civil Code by the promoter.

Article 1338(3) of the Civil Code: "A contract must be performed in good faith." This provision affirms the role of good faith as a fundamental principle in the contractual phase. It mandates that every contract is not only bound by the terms of the agreement but must also be carried out with propriety and honesty by the parties (Riansya et al., 2022). According to R. Subekti, the principle of good faith is a form of honesty on the part of the parties to refrain from concealing anything detrimental that could cause problems in the future, so that the agreement can be properly carried out (Prima & Sulistyanningrum, 2025). The promoter's unilateral decision to change the concert venue violated the principle of good faith, as stipulated in Article 1338(3) of the Civil Code. In line with the statement from the Cirebon City Police, which predicted that the concert venue would be moved due to the public interest that needed to be prioritized—and given that the promoter was aware of these constraints yet continued to sell tickets to buy time—the promoter is deemed to have failed to demonstrate good faith in the execution of the agreement (Cirebon City Police Intelligence Unit, personal communication, April 24, 2026). The interviews with the Indonesian National Consumer Protection Agency (BPKN RI) and the Cirebon City Consumer Protection Agency (BPSK), which stated that "Business operators must not act in a manner that is more favorable to themselves than to consumers"—or, in this case, promoters—constitute a concrete manifestation of Article 1338, Paragraph (3), which enshrines the principle of good faith in the practice of consumer protection law in Indonesia.

B. Forms of Legal Protection and Legal Remedies Available to Consumers Due to a Unilateral Change in Concert Venue by the Event Organizer

Legal protection is a manifestation of respect for human dignity and the realization of the rights and obligations that arise in every legal interaction. In essence, this instrument embodies the function of law to integrate the values of order and legal certainty into society, so that the interests of every individual can be protectively accommodated within the applicable regulatory framework. In other words, legal protection is the manifestation of the law's function in ensuring the integration of national values, certainty, order, and utility. This effort aims to mitigate violations of the constitutional and personal rights held by every legal subject (Taqiuddin, 2025).

In the context of the relationship between businesses and consumers, which is relevant to the topic under discussion, the concept of legal protection is realized through specific regulations aimed at balancing the positions of both parties. This is in line with the Consumer Protection Law, which serves to protect consumers who are in a vulnerable position and must be safeguarded by the law.

The Consumer Protection Act serves to protect consumers who are in a vulnerable position and therefore require legal protection. Article 1, paragraph 1 of the Consumer Protection Act states, "Consumer protection refers to all efforts that ensure legal certainty to provide protection to consumers." (Quintarti, 2024).

Legal certainty serves as a means of protection for consumers, achieved through the establishment of preventive regulations designed to reduce or prevent potential violations of consumer rights. Legal certainty exists to provide consumers with protection in the form of safeguarding their rights through specific regulations that function as preventive instruments. This aims to prevent the abuse of a dominant position or arbitrary actions by business entities that could potentially cause harm to consumers (Fista et al., 2023). The Consumer Protection Law serves as the primary legal basis for protecting consumers' rights regarding entertainment services, including music concerts. From a normative perspective, this is further supported by

interviews with the Consumer Protection Agency of the Republic of Indonesia (BPKN) and the Consumer Dispute Resolution Agency (BPSK) of Cirebon City. Legal protections for consumers (the audience) who have been harmed by a promoter's unilateral decision to change the concert venue fall into two categories:

1) Preventive Legal Protection

Preventive protection refers to the government's efforts to protect the public by establishing standards of conduct through laws and regulations. The goal is to prevent unlawful acts by imposing strict limits on the fulfillment of obligations by each party (Rachmat et al., 2024).

Normatively, the prevention of unilateral actions regarding concert venue changes can be achieved by referring to the standards of business conduct outlined in Article 4(c) of the Consumer Protection Law (UUPK). This provision emphasizes that all information regarding products or services must be communicated accurately and clearly, ensuring that any critical changes to plans are not made in secret in a manner that harms consumer interests. Furthermore, based on interviews with the Indonesian National Consumer Protection Agency (BPKN RI) and the Cirebon City Consumer Protection Board (BPSK), both agencies issued statements regarding business operators' practices involving standard clauses. Businesses are prohibited from including standard clauses containing elements not permitted under consumer protection laws. The National Consumer Protection Agency (BPKN) also noted that it monitors standard clauses used by businesses as a preventive measure to ensure compliance with consumer protection laws (Risaldi, personal communication, April 28, 2026).

In addition to the Consumer Protection Law, preventive measures can be taken by the police. Business operators (promoters) are required to obtain a crowd permit from the police, which must include a contract with the artist's management and a site inspection at least 14 days before the event takes place. This is done to prevent conflicts with other events at the same venue. For example, suppose there is a soccer match at the same stadium a few days before a concert. In that case, the concert would have to be moved to a different location because the business operator would be unable to set up the stage, sound system, decorations, and so on. This is because the police would not issue a crowd permit for the concert, prioritizing the public interest—namely, the soccer match—instead (Cirebon City Police Intelligence Unit, personal communication, April 24, 2026).

2) Repressive Legal Protection

Repressive legal protection is defined as legal measures focused on the post-dispute resolution phase, with the primary objective of restoring the status quo or resolving conflicts arising from legal violations (Almaida, 2021). Repressive legal protection serves to resolve disputes in cases of breach of contract (Nugraha, 2026). Unlike preventive legal protection, which focuses on prevention, repressive legal protection is more oriented toward restoring the status quo. Its primary focus is to stop ongoing violations and impose legal sanctions on those proven to have neglected their obligations. In the realm of consumer law, legal protection is crucial because consumers, who are often in a vulnerable position, are frequently treated arbitrarily and have their rights violated by businesses.

The first form of remedial protection applies when consumers suffer losses due to the actions of a business operator, in the form of compensation or a refund as a means for the business operator to restore the consumer's rights. Pursuant to Article 19(1) of Law No. 8 of

1999 on Consumer Protection, it is stipulated that "Business entities are liable to provide compensation for damage, contamination, and/or harm to consumers resulting from the consumption of goods and/or services they produce or sell." In the event of a unilateral change in the concert venue, the Indonesian National Consumer Protection Agency (BPKN RI) emphasizes that the business operator (promoter) is obligated to provide a refund as a form of compensation. Furthermore, there is civil liability under Article 1243 of the Civil Code. This is because the unilateral relocation of a concert venue by a business operator (promoter) can be classified as a breach of contract in the form of "fulfilling the obligation but not as required." (Khairil, personal communication, April 28, 2026). The promoter may be held strictly liable (absolute liability) for the consumer's financial losses (such as forfeited transportation or hotel costs) resulting from the relocation of the concert venue.

There are two legal mechanisms consumers can use to seek compensation for losses resulting from a promoter's unilateral change of a concert venue: non-litigation and litigation.

For out-of-court legal remedies, consumers can first file a complaint with the Consumer Dispute Resolution Agency (BSPSK). Based on an interview with the BSPSK of Cirebon City, this issue can be resolved with the BSPSK's assistance as long as it falls within the scope of violations of consumer rights by a business operator. The BSPSK will mediate between the consumer and the promoter (business operator) until a mutually acceptable compromise is reached. However, if an agreement is not reached, the BSPSK's role ends, and the case may proceed to court (Martini, personal communication, April 27, 2026).

Further action can be taken by filing a complaint with the National Consumer Protection Agency (BPKN). As an agency focused on protecting consumer rights and monitoring business compliance, Consumers can voice their complaints to urge the promoter to restore their rights. The BPKN can file an appeal or direct the business to provide a 100% refund—without any deductions—to restore the consumer's rights (Risaldi, personal communication, April 28, 2026).

If out-of-court (non-litigation) efforts fail to reach an agreement, consumers have the constitutional right to pursue litigation by filing a civil lawsuit through the District Court. The lawsuit may be based on the premise of an unlawful act or breach of contract, citing provisions of civil law and the Consumer Protection Act to seek compensation for both material and immaterial damages suffered (Risaldi, personal communication, April 28, 2026).

If elements of fraud or indications of embezzlement of refund funds are found—because the consumer (spectator) has not received them—the consumer may file a report with the police regarding the alleged fraud under Article 492 or embezzlement under Article 486 of Law No. 1 of 2023 on the Criminal Code (Cirebon City Police Intelligence Unit, personal communication, April 24, 2026).

CONCLUSION

Based on the findings of the research and legal analysis conducted and subsequently explained, it can be concluded that the promoter's unilateral change of the concert venue constitutes a violation and breach of the principles of consumer protection and contract law in Indonesia. Normatively, the promoter's actions have violated consumers' right to accurate, clear, and honest information as stipulated in Article 4(c) of the Consumer Protection Law (UUPK), as well as their right to compensation or damages. Article 4(h) states that consumers are entitled to receive compensation if they believe they have suffered losses at the hands of a business owner. Furthermore, Article 7 of the UUPK emphasizes the obligation of business

operators to ensure transparency when offering their products or services. From a legal standpoint, the inclusion of standard clauses granting business operators the authority to unilaterally amend terms implies that such clauses are null and void under Article 18(1)(g) of the UUPK. From a civil law perspective, such conduct constitutes a breach of contract as defined in Article 1243 of the Civil Code—that is, the failure to fulfill obligations in accordance with the agreement—and simultaneously represents a violation of the principle of good faith during the performance of the contract, as stipulated in Article 1338(3) of the Civil Code.

Regarding legal protection measures, there are two main mechanisms: preventive and repressive. Preventive protection is implemented through regulations on information transparency by businesses, oversight of standard contract clauses by the BPKN, and crowd permit requirements from the police. Meanwhile, repressive legal protection focuses on restoring consumer rights through liability for damages in the form of full reimbursement for both material and immaterial losses suffered by consumers. There are also legal mechanisms available for consumers to assert their rights, including out-of-court channels such as mediation at the BPSK or filing a complaint with the BPKN, as well as litigation through civil lawsuits in District Court or filing a police report if there are indications of criminal fraud or embezzlement of consumer funds by businesses.

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