

**ENDORSEMENT AGREEMENTS ON INSTAGRAM SOCIAL MEDIA
RELATED TO ARTICLE 7 OF LAW NUMBER 8 OF 1999
CONCERNING CONSUMER PROTECTION**

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Abstract

The development of this technology is increasingly making people think more and more change, especially in economic activity. The form of economic activity that is affected is buying and selling activities in obtaining income or income or profits. In this day and age, after the presence of social media, there are many marketing techniques that can be used. One of the new marketing techniques is endorsements. This endorsement agreement is made in written form on direct message Instagram, and it is legal according to Article 1320 of the Civil Code. The research method is carried out by descriptive analysis, with the approach used is a normative juridical approach. The results show that the form of legal protection in the endorsement agreement is that if there is a default or the implementation is not in accordance with the agreement, the celebgram as a business actor must replace the goods that have been sent and replace the money that has been sent, but in practice it is the online shop that is harmed.

Keywords: Agreement, social media, legal protection.

INTRODUCTION

The development of law in Indonesia is currently quite felt, along with population growth and social development. Various kinds of community problems that demand and require the law to move forward as social controllers to be at the forefront in creating an orderly, advanced and prosperous society. The form of economic activity that is affected is buying and selling activities in obtaining income or income or profits. In this day and age, after the presence of social media, there are many marketing techniques that can be used. One of the new marketing techniques is endorsements.

Information technology through the internet has changed the elements of the physical world into cyberspace (*cyber space*). Various changes that are so fast in the field of technology also have a significant influence on trading activities which were originally carried out through physical contact, now many trading activities are carried out electronically or known as Electronic Commerce (*E-Commerce*), namely trading transactions through the media. electronic.¹ The main function of the internet is as a medium to find various kinds of information around the world, without the limitations of space and time.² However, the ability of the internet today is not only open to as much information as possible, but also as a community land to generate profits, for example through an online business (online shop).

Online business is basically the same business activity as we know it every day. The difference is in online business, all business activities are carried out online using applications and social media provided by the internet, and the online store itself can be run through applications and social media, such as Shopee, Lazada, Tokopedia, Zalora, Olx. , Facebook, Instagram and others - other content that the researcher will discuss in this research, especially Instagram.

Instagram is an application for uploading photos, videos and adding filters, but due to the rapid increase in Instagram users, Instagram is not only used as a photo/video application but also as an opportunity for promotion and sales in online stores.

The number of online store accounts that continues to increase has increased business and commercial competition among merchants, because potential buyers have many choices of where to shop through Instagram. As a result, online shop owners are scrambling to attract consumers' attention in various ways. The way that many online shop business owners use to

¹ Mieke Komar Kantaatmadja Etc., *Cyberlaw An Introduction*, Bandung: Ellipse, 2002, Page 28

² Budi Sutedjo Dharma Oetomo, *Introduction to Internet Information Technology Concepts and Applications*, Yogyakarta Andi ,2007 , Pg. 1.

attract the attention of consumers today is to use the services of artists, or "celebrities" as they are commonly called, to promote goods in their online stores on Instagram, which is known as endorsement or endorsement. In general, endorsers will choose celebrities such as artists or celebrities. To be sure, their social media accounts have a lot of followers. Therefore, when promoting a product/service, it is often easier for followers to see and even buy.

Endorsement is a modern promotion/advertising method, the system is based on an endorsement agreement between the online shop business owner and the celebrity/artist to be used. In practice, olshops/business owners make offers to entertainers to endorse their goods/services, business owners who then use the endorsement services are called endorsers, and celebrities/entertainers who endorse are called endorsers, who can reject or accept the offer. celebgram is willing to usually submit terms and conditions for endorsement, and online shops must respect the terms and conditions, after the two parties reach an agreement, both parties have rights and obligations that must be assumed to withdraw according to the agreement.

The term contract law or contract is a translation from English, namely contract law according to R. Setiawan, an agreement is a legal act where one or more people bind themselves or bind themselves to one or more people,³ the book in the Civil Code Article 1338 paragraph (1) what is known as the principle of freedom of contract, which is a principle which states that basically everyone is allowed and free to make an agreement according to their will and interests, the agreement is in the form of oral or written. And this endorsement agreement is made in written form on direct message Instagram, and it is legal according to Article 1320 of the Civil Code.

This is the agreement process between celebgrams as endorsement service providers and olshops as consumers. To uphold justice, they must fulfill their rights and obligations. The Consumer Rights Protection Act makes the rights and obligations of consumers as spokespersons. . Subject to Articles 4 and 5 of the Consumer Protection Act Number 8 of 1999, hereinafter referred to as (UUPK). Regarding the rights and obligations of business entities, there are still omissions in the implementation of this article.

Default is where one of the parties has committed an act that is not in accordance with the rights and obligations they have agreed upon or in other words the absence of the promise.⁴ For example, the practice in the celebgram field as a business actor who sells his

³ R. Setiawan, Principles of Engagement Law, Cet I, Bandung: Bina Cipta, 1979, Pg. 49

⁴ Wirjono Prodjodikor, Principles of Covenant Law, Cet 10, Bandung, Bale Bandung, 1986, Pg. 44

services as an endorser, does not carry out what was agreed in the initial agreement to annoy the online shop who has no power in the agreement made unilaterally, and the online shop only agrees because it requires the services of a celebrity to promote / endorse the goods he sells, and there is a fear of online shops that will do celebrity endorsement services.

RESEARCH METHOD

The research method is carried out by means of descriptive analysis, namely describing, analyzing, clarifying and constructing symptoms or phenomena based on the results of observations and several actual events and problems with the existing reality. The approach used is a normative juridical approach, which is an approach based on the main legal material by examining theories, concepts, legal principles and legislation related to this research. This approach is also known as the library approach, namely by studying books, laws and regulations and other documents related to this research.

RESULTS AND DISCUSSION

Legal protection according to Satjipto Rahardjo is the protection given to the community so that the community can enjoy all the rights granted by law. This protection is in the form of protecting human rights that have been harmed by others.⁵

According to Phillipus M. Hadjon, legal protection for the people is a preventive and repressive government action. Preventive legal protection aims to prevent disputes from occurring, which leads to government actions to be careful in making decisions based on discretion, as well as repressive protections aimed at resolving disputes, including their handling in the judiciary.⁶

Legal protection for the people includes two things, namely:⁷

1. Preventive legal protection, which is a form of legal protection before the fall of a decision, the people are given the opportunity to file objections or opinions before a government decision gets a definitive form.
2. law after a dispute occurs or is intended for dispute resolution.
3. The legal protection given to the people is the implementation of the principle of recognition and protection of human dignity which is based on Pancasila as the basis of the state. Therefore, everyone has the right to get protection from the law itself.

⁵ Satjipto Raharjo, *Legal Studies*, (Bandung: PT Citra Aditya Bakti, 2000), p. 54

⁶ Phillipus M. Hadjon, *Legal Protection for the Indonesian People*, (Surabaya: PT. Bina Ilmu, 1987), p.29.

⁷ Sudikno Mertokusumo, *Legal Inventions*, (Bandung: Citra Aditya Bakti, 2009), p. 41.

The enactment of Law Number 8 of 1999 concerning Consumer Protection has made the issue of consumer protection an important issue, which means that the existence of this law not only provides a strong bargaining position for consumers to exercise their rights, but also allows for more owners of balanced rules.

In the explanation of the UUPK it is stated that law enforcers who protect consumers are not intended to kill business actors, but on the contrary, because consumer protection will be able to encourage a healthy business climate and the birth of companies that are strong in facing competition through the provision of quality goods and/or services. In connection with the current development in which goods and/or services can be traded to consumers across regional boundaries, consumer protection will always be an important issue that is interesting to pay attention to.⁸

Consumers and business actors are parties that must be protected by law. However, the position of consumers is generally weaker than that of commercial actors. This is related to the level of awareness of their rights, economic capacity and low negotiating position. However, the legal system cannot contain loopholes. However, it must be positioned on a level playing field, where the relationship between consumers and business actors is in a position of mutual need and a high level of dependence.

Consumers must be protected by law, because one of the nature and purpose of the law is to provide protection to the public. Community protection must be in the form of legal certainty, consumer rights.

Consumer protection is part of legal protection to consumers in the event of a loss or violation of consumer rights by business actors. The Consumer Protection Act guarantees legal certainty in terms of providing protection to consumers, especially in terms of endorsement agreements, protection in guaranteeing what agreements have been agreed or have been agreed upon between online shops and celebgrams because of the many rights of consumers that are not fulfilled or not fairness in the implementation of the endorsement agreement.

The rights and obligations of consumers and business actors in Law Number 8 of 1999 concerning consumer protection in this case the focus of research on the obligations of business actors Article 7 of Law No. 8 of 1999 concerning consumer protection are:

1. Having good intentions in carrying out their business activities;

⁸ Edmon Makarim, *Compilation of Telematics Law*, (Jakarta - PT. Raja Grafindo Persada, 2004), p.

2. Provide correct, clear and honest information regarding the condition and guarantee of goods and/or services as well as provide an explanation of the use, repair and maintenance;
3. Treat or serve consumers correctly and honestly and non-discriminatory;
4. Guarantee the quality of goods and/or services produced and/or services traded based on the provisions of the applicable quality standards of goods and/or services
5. Provide opportunities for consumers to test, and/or try certain goods and/or services as well as provide guarantees and/or guarantees on goods manufactured and/or traded;
6. Provide compensation, compensation and/or compensation for losses resulting from the use, use and utilization of traded goods and/or services;
7. Provide compensation, compensation and/or replacement if the goods and/or services received or utilized are not in accordance with the agreement.

Legal remedies that can be submitted by consumers if there has been a loss can be done in two ways, namely as follows:

1. Settlement through peaceful means.

Settlement of compensation amicably between business actors and consumers. However, if peace efforts fail, the consumer has the right to take legal action through the courts to resolve his interests. Dispute resolution through the courts. Settlement of consumer disputes through the courts is only possible if the parties have not chosen an out-of-court consumer dispute resolution effort that is declared unsuccessful by one of the parties or by the disputing parties.

2. Out-of-court dispute resolution Alternative out-of-court dispute resolution.

The responsibility of business actors for consumer losses in Law Number 8 of 1999 concerning Consumer Protection, specifically regulated in CHAPTER VI starting from Article 19 to Article 28, taking into account the substance of Article 19 paragraph (1) Number 8 of 1999 concerning Consumer Protection, can be It is known that the responsibilities of business actors include:

- a. Liability for compensation for damages;
- b. Liability for compensation for pollution;
- c. Liability for compensation for consumer losses.

If in a contract there is one party who feels aggrieved, the first thing to look at is the content of the contract/agreement or guarantee that is part of the contract, both written and verbal.

In the *endorsement*, it cannot be done by one party alone, there are several parties concerned, including:

1. *Online shop* as a service buyer and who has goods to be marketed
2. *Selebgram* as a *public figure* followed by Instagram users who use the services of their Instagram account as a place for *Endrose*
3. *Manager* as a party third, in this case not all parties use managers, usually those who use this manager are parties who have a lot of jobs to require more regular management.

Basically, the parties concerned have different rights and obligations, the *online shop* has the obligation to pay and send goods to the *celebgram* as the buyer of the *celebgram* service and is responsible for paying and sending the goods as agreed. On the other hand, the rights of the online shop after its obligations are fulfilled, it is entitled to an exposure Instagram or publications made by the *celebgram* in their Instagram account. The rights and obligations of online shops as consumers are based on Article 7 of Law Number 8 of 1999 concerning Consumer Protection.

CONCLUSION

The form of legal protection in the endorsement agreement is that if there is a default or the implementation is not in accordance with the agreement, the program as a business actor must replace the goods that have been sent and replace the money that has been sent, but in its implementation, it is the online shop that is harmed.

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