

## ANALYSIS OF CONSUMER PROTECTION OVER CELEBRITY ENDORSEMENT PRODUCT INFORMATION THROUGH INSTAGRAM MEDIA

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### Abstract

This study aiming for analyze pattern connection law between the parties namely perpetrator business, party consumers, and influencers who advertise and to analyze protection law consumer to product dangerous promoted celebrity through endorsements on Instagram. The method used in study that is method law normative. In research this, material the law used differentiated into two, namely primary and secondary. The results of the research show that activities carried out between perpetrator business, celebrity, and consumer cause existence connection law Agreement Work as regulated in 1601a of the Civil Code. The perpetrator business and consumers have connection law, namely agreement sell purchase as regulated in Article 1457 of the Civil Code. Celebgrams and consumers No own connection law Because anything, except celebrity known by the public consumers and idolized, so that consumer will interest use product anything used by celebrities, including cosmetics and protection law to consumer namely demand change loss, for party consumers (*followers*) who experience loss consequence existence an activity endorsement entitled for get protection in accordance with what is written in UUPK.

**Keywords:** Legal Protection; Endorsement; Celebgram; Instagram Media

## INTRODUCTION

Along with the advancement of technology, owners businesses can benefit from new tools that can help them increase sales of consumer products. Owners businesses simply introduce or sell products through existing social media platforms such as Facebook, Instagram, Twitter, YouTube, and other social media. Actors business usually use *endorsement strategies* when promoting their products to be more successful.

One of the most popular marketing strategies used by business people to promote different products to consumers is advertising (Agustrajanto, 2012). Unexpectedly, the advertising industry is growing rapidly from year to year. Utilizing the talents of artists on Instagram, sometimes referred to as "*selebgram*", to advertise goods offered by *online shops*, is one of the most popular forms of promotion today. This term is known as designation *endorse* or *endorsement*.

*Online shops* usually choose people who *have* Lots followers on Instagram. It will be easier for many people or followers of celebrities for see and even buy a product when currently promoted.

In the century 21st, *endorsement* can consider as modern advertising. This technique based on agreement between online shop owner and famous person who is claimed as an endorser or someone who can serve in capacity that. After agreement they, both split party own rights and responsibilities answer based on agreement the (Imam Sjahputra, 2002).

In accordance with provision agreement that, celebrity or endorsed party own obligation for advertise goods provided by *online shops* that support it with reward will accept *shop* or agreement agreed upon. The party's celebrity Then will fulfil his commitment with advertise or promote product in form picture or accompanying video with captions that explain How product the used and its benefits for user.

This study will specifically discuss cosmetic and skincare products. Because it is often found that in this case, celebrities do not really use the product, and also for them are not aware of the side effects or negative consequences that may arise from the product. In general, a celebrity will only highlight and promote the advantages of a product when they promote it.

Can not denied that moment This Lots circulating skincare and cosmetics illegal in the middle society . Even in a number of cases that have ever revealed , there is a number of product illegal that's what's involved promoted by influencers on social media platforms . Some example problematic *celebrity* with law related with activity advertisement or product *endorsement* cosmetics illegal among others are Ananda Tanjung, Devi Deslaini , Oktaviani Once do advertisement commercial in form *endorsement* to product cosmetics illegal Hetti Nugrahati (HN), Tabita Glow, Deeva Skincare. Caption on the upload on the Instagram account belonging to namely Ananda Tanjung, Devi Deslaini , Oktaviani and several others other *celebgrams* refer to promotions A product beauty . Even though cosmetics the concocted in a way mixed and without permission distribution from BPOM. This means that the composition in product Can endanger consumers .

This clearly violates the law that prohibits business actors from participating in advertising, especially Article 17 of Law Number 8 of 1999 concerning Consumer Protection (UUPK), which states that business actors are prohibited from producing advertisements that deceive consumers regarding the quality, quantity, or even usefulness of the goods or services, and do not contain information regarding the risks of using the goods or services. In reality, people are often deceived by fake advertisements by

celebrities or *endorsers* who persuade them to use whitening cream or lotion by promising to have the same skin as the celebrity which can harm people by causing dangerous side effects, which can occur after using the product.

As time goes by, the practice of product endorsement in advertisements raises several problems that can harm customers and create a sense of injustice. However, because producers or business actors will basically be responsible based on UUPK, consumers cannot hold *endorsers accountable* like marketers. But in reality, consumers are attracted to the goods by the allure of advertising carried out by *endorsers* or celebrities who promote them (Dedi Harianto, 2010).

Until now, there has been no legal basis that regulates and ensnares *endorsers* as advertisers who promise fake reviews when they do not actually do so, which in this case has fooled and caused their followers *to be deceived*.

## **RESEARCH METHODS**

Research methods used in study This is method study law normative that is with use object legal norm research. In order to support discussion in study This naturally required material related laws with problem, namely material primary law such as Regulation Legislation, materials law secondary such as: books, data from agency certain, and material law tertiary like dictionary law, and literature other related with issues raised (Susanti & Efendi, 2014). With Thus, in the research there are two types material law, namely primary and secondary. Sources laws used in research this, namely Regulation Legislation, dictionary law, and literature literature others. The methods used are in collection material law the that is documentation. Research results This displayed and described in a way descriptive.

## **RESULT AND DISCUSSION**

### **Pattern of Legal Relations between Business Actors, Celebgrams, and Consumers**

Based on endorsement agreement with perpetrator business, Celebgram promote clothing, cosmetics and products others. A known contract as agreement cooperation *endorsement* require perpetrator business for give contribution in form cost or payment as reward on celebrity who promotes product perpetrator effort. Even perpetrator business often request celebrity for give impression that goods offered is goods quality that is safe and functional with Good.

The more development of the times, society Now consider cosmetics as important thing. Aspect This push perpetrator effort that does not have faith Good For continue business they even when matter That impact bad on product cosmetics that they offer and also consequences position weak faced consumer as consequence from lack of adequate protection on rights from consumers.

Celebgram often can accept *endorsement* proposal product from perpetrator business without realize that product cosmetics the own BPOM permit if no own faith Good. Faith Good interpreted as inappropriate behavior only take importance self Alone but also consider the interests of others. This is marked with behavior No cheating that is not bother other party. Even a number of celebrities who advertises product cosmetics No truly use it, and they make it looks as if they have use product said. Next, they No consider results advertisement goods cosmetics without BPOM permit. It turns out goods the give effect dangerous and detrimental consumer Because Lots his followers will persuaded for buy and use product the.

Therefore that, in the era of globalization This rampant happen marketing product illegal or no licensed in the community. Products This marketed without consider consequences that can occur caused from its widespread use in society. Promote items that are not certified This with endorser assistance, and more Again with confession that they have use product for long time to get the results according to they want. (example: bleaching) face, care body, bodybuilder, beheader nose, etc.) is oppose applicable law, in particular law in Indonesia. Spreading information false claim has use the actual product No used, behavior This must enforced sanctions punishment criminal because of social media used in a way wide and not has limits.

There is a relationship the law that occurs between perpetrator business, celebrity and consumer as consequence from interaction they. The perpetrators efforts that support programs in activity endrose called as agreement according to Article 1313 of the Civil Code, which states that A agreement is a action Where one person or more to tie up self to one other person or more.

Connection law is connection between two subjects or more, where are the rights and obligations a party meet with rights and obligations other parties. Law as set regulations arrange connection social (Soeroso, 2007). Connection law can happen between fellow subject law and between subject law with objects. Relationships between fellow subject law can happen between people, people and legal entities, and between fellow legal entities. Relationship law between subject law with object in the form of right what is mastered by the subject law That on object said, good object tangible, object move, or object No move (Prof. Dr. Peter Mahmud Marzuki, 2017). Connection law own terms and conditions that is existence base law and its existence incident law (Soeroso, 2007).

In Indonesia, the rights consumer set up in Article 4 of the Law Number 8 of 1999 concerning Protection Consumers (UUPK), especially letter b which states “ rights For choose goods and/ or service as well as get goods and/ or service the in accordance with mark exchange and conditions as well as promised guarantee ”, and the letter c states that " rights on correct , clear and honest information about conditions and warranties goods and/ or services ”. With use second paragraph in Article 4 of the UUPK, then can known that consumer entitled on all promises made by the perpetrator business in promote goods and/ or service as well as entitled on all information related with goods and/ or services. For That can it is said that perpetrator business on the other hand obliged for keep promises as well as give all information related goods and/ or service.

In addition to regulating about rights consumers, also regulate about obligation perpetrator regulated business in Article 7 letter b UUPK states that "obligation perpetrator business give correct, clear and honest information about conditions and warranties goods and/ or service as well as give explanation use, repair, and maintenance, where obligation from perpetrator business the can also seen as right from consumers”.

Perpetrator business moment give information goods or service must know the provisions of Articles 9 and 10 of the UUPK, namely forbidden offer, produce, or advertise goods and/ or service in a way No right. Before customer buy or use goods or services provided by the perpetrator business, they must be informed about conditions and guarantees products and/ or service as well as use, repair, and maintenance.

Agreement sells buy as meant in Article 1457 of the Civil Code is agreement between perpetrator business with binding customer One party for provide a goods and other parties to pay the amount that has been promised. Transaction sells frequent online shopping called with *e-commerce* done by the perpetrator business and customers. In *e-*

*commerce* No required meeting looks at advance Because contract delivered through document or electronic media. Agreements based on in a way electronic regulated in Article 1 number 17 of Law Number 1 of 2024 which is change second regarding Law Number 11 of 2008 concerning Information and Electronic Transactions (ITE). The elements *e-commerce* that is (Daniel Alfredo Sitorus, 2015):

- a. The existence of a contract trade;
- b. Contract implemented using electronic media;
- c. Presence physique from the parties No required;
- d. Contract This happen in network public.

Consumers and celebrities, no own connection law with reason whatever, but Because consumer to know and admire celebrity the they more interested For use product whatever they are use, including cosmetics. In perspective this, is very clear seen that chart The following best describes pattern connection law between perpetrator business, celebrities and consumers:



**Figure 1.** Consumers and Celebrities

**Legal Relationship Pattern of the Perpetrators Business, Celebgram, and Consumer**

The pattern shows that perpetrator business and celebrity own different roles in the market because celebrity play a role as facilitator in give information about product. Actor business own connection law with the perpetrator who can categorized as Agreement Work according to Article 1601a of the Civil Code when they use celebrity for promote goods, including goods and services to consumers.

Transaction sell buy online frequently called with *e-commerce* done by the perpetrator business and consumers. In *e-commerce* No required meeting looks at advance Because contract delivered through document or electronic media. Consumers and celebrities, not own connection law that can forced Because anything, except celebrity famous and idolized by consumers, arousing interest they for use whatever they are use.

**Consumer Legal Protection to Product Promoted Danger Celebgram Through Endorsement on Instagram**

Based on theory Legal Protection from Philip M. Hadjon state that protection law That There are 2, namely protection law preventive and protective law repressive.

Protection law preventive has formed by the Government that is existence Constitution Number 8 of 1999 Concerning Protection Consumers. With existence regulation legislation This expected capable push The birth of a resilient company in face existing competition with provide goods and/ or quality and capable services push climate healthy business. And grow develop attitude perpetrator responsible business answer For No do actions that can harm consumers and improve dignity and honor consumers who ultimately will increase knowledge, awareness, ability and concern.

Whereas protection law repressive This own objective that is for finish the dispute that occurred between consumers and actors' effort. In completing dispute, the there is a judicial body that has authority Good relatively and *absolutely* (Sukarmi, 2018).

In promoting product celebrity usually say that product the good and giving results to them. For example, just they promote product bleach and products slimming. They say product the successful and give impact to they. But in fact, promotions carried out the No Honest because in reality they No use product those. They only promote in accordance with request from party seller just.

Example cases that have ever happened, is a famous beauty influencer with the initials AK, ever promote a product cosmetics magnifier breast that are not own BPOM permit, which of course just No guaranteed quality and safety. Luckily No there is consumers who are harmed on matter that, because not long after posting his about product said, the community quick commenting and criticizing AK, so AK deleted it the promotion and cancel it Work The same with perpetrator business the.

They only think about the amount the income they earn accept from the endorsement. The endorsement activity should be done by the character the public who feel interested with product said, so that usually they will request product so that it can be promoted with truly. But in fact, party the seller who does *endorse* to celebrity and even pay the celebrities for promote product said. Celebgram the usually only take importance the payment they receive accept without care about society that becomes follower them on various social media. Article 4 of the UUPK also mentions a number of right consumers who get guarantee and protection from law, namely:

- 1) The right to comfort, security and safety means that consumers have the right to get comfortable, safe and safe products. Therefore, consumers must be protected from all dangers that threaten health and safety due to using or consuming products. Thus, every product, both in terms of its material composition and quality, must prioritize consumer comfort, security and safety. Business actors are required to include their product labels so that consumers can find out about elements that can endanger their safety and security or provide a complete explanation of their products so that consumers can decide whether the product is suitable for them. (Salihendo, 2016).
- 2) The right to choose goods and/or services and to obtain the goods and/or services in accordance with the exchange rate and conditions and guarantees promised. In terms of production, business actors are required to act honestly in providing information so that consumers can choose the best product for themselves (Tampubolon, 2016).
- 3) Information provided by business actors regarding their products is required to provide honest, correct, and clear information so as not to deceive or fool consumers. Therefore, the use of information media by producers, both through advertising and other media, should be based on honesty and good intentions, so that consumers who have determined their choice of a product based on the available information have the right to obtain the product in accordance with the conditions and guarantees stated in the information (Ridwansyah et al., 2021).
- 4) The right to be heard of opinions and complaints regarding the goods and/or services used. If after consuming the consumer feels disadvantaged or disappointed because it turns out that the product consumed is not in accordance with the information received, the business actor should listen to the complaint and provide a good resolution. This includes the consumer's right to receive compensation for the losses suffered after consuming the product or if the product does not comply with the agreement or if the product is not as it should be (Ridwansyah et al., 2021).

*Celebgram* can be classified as party broadcaster advertisement, because celebrities do promotion or advertise a product goods and services through social media accounts on their personal Instagram. While party Instagram cannot sue for not quite enough answer, because party Instagram does not do activity promotion advertising. Actors' business can do promotion on features Instagram dedicated for do broadcasting advertisement through form Photo or video content video and photo creativity sourced from party perpetrator the business that advertises it through feature Instagram.

Form of responsibility answer from the parties who have mentioned, including consumer is in form compensation in the form of change make a loss on losses experienced consumers. The provisions of Article 19 paragraph (2) of the UUPK provide guidelines about quantity, shape, and form change losses, namely: refund, replacement goods or service similar type value, care health, and provision compensation in accordance with provision applicable legislation. Demands not quite enough answer For give change loss, can be done if losses incurred consumer has in fact happen and can be proven. Regarding giving change make a loss to consumer charged to party perpetrator business for must fulfil demands.

## CONCLUSIONS

As set up in Civil Code Article 1601a, relations the law that was created from interaction between perpetrator business, celebrity, and consumer is Agreement Work. And according to Article 1457 of the Civil Code, the relationship law between perpetrator business and consumers that is agreement sell buy. While *Celebgram* and Consumer No own connection law Because whatever. Protection law to party owner business, celebrity and also consumer from existence agreement *endorsement* on the application Instagram it is very necessary and possible use protection law preventive and protective law repressive. Namely demand change loss, for party consumers (followers) who experience loss consequence existence an activity *endorsement* entitled for get protection in accordance with what is written in UUPK.

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