

Civil Liability for Consumer Safety Violations in Music Concert Management

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Abstract

The increasing scale of commercial music concerts in Indonesia has generated significant legal problems related to consumer safety protection and organizer accountability, particularly when operational failures threaten public security, as reflected in the 2024 Lentera Festival incident in Tangerang. Weak implementation of consumer protection norms demonstrates a gap between statutory guarantees and practical enforcement in large-scale entertainment events. This research applies a normative juridical method employing statute and case approaches to examine the application of consumer safety and security principles and the resulting civil liability of concert organizers. Legal materials analyzed include Indonesian Consumer Protection Law Number 8 of 1999, the Civil Code, doctrinal writings, and relevant case facts. The findings indicate that the organizer's lack of transparency, inadequate risk management, and failure to ensure operational preparedness constituted violations of consumer safety principles and resulted in both breach of contract and unlawful acts. Such violations trigger civil liability under Articles 1243 and 1365 of the Civil Code, alongside statutory compensation obligations under consumer protection law, granting consumers rights to material and immaterial damages. This study demonstrates that consumer safety principles must operate as enforceable operational standards rather than declarative norms. The novelty of this research lies in explicitly integrating consumer protection principles with civil liability construction within large-scale entertainment governance, showing that organizer negligence simultaneously activates contractual, tort-based, and statutory liability frameworks.

Keywords: *Civil Liability; Consumer Protection; Concert Organization; Consumer Safety; Entertainment Law*

1. INTRODUCTION

Along with rapid economic development, consumers are increasingly confronted with diverse products and services designed to fulfill their evolving needs. Consumers, as defined by Sri Handayani, are individuals or entities who utilize goods or services provided by producers, while legally they are understood as any party who uses available goods and/or services within society.¹ The expansion of economic activities has consequently intensified the need for effective consumer protection mechanisms, which may be implemented through preventive measures aimed at preventing harm and repressive mechanisms through dispute resolution processes.² These mechanisms are essential to ensure that consumer rights are respected and that business actors fulfill their legal obligations.³

This development directly contributes to the rapid growth of the entertainment industry, particularly music concerts and festivals, which have become one of the fastest-growing sectors

¹ Mohd, Yusuf DM, Siti Siti Yulia Makkininnawa YD, and Fadly M Fadly Daeng Yusuf. "Hukum Perlindungan Konsumen.", Pekanbaru, Taman Karya, (2024).

² Dwi, D., Ihwanudin, N., & Himayasari, N. D. Analisis Perilaku Konsumsi K-Pop Fans Ditinjau Dari Teori Konsumsi Al-Ghazali (Studi Kasus Mahasiswa Fakultas Syariah). *Bandung Conference Series: Sharia Economic Law*, 2(2), (2022), 286–292. <https://doi.org/10.29313/bcssel.v2i2.4600>.

³ Muhammad Andy Setyawan. Mari Menabung, Inilah Daftar Konser Musik di Indonesia Sepanjang Tahun 2025, Ada The Corrs, Greenday, Maroon 5 hingga NCT 127. (2024). <https://eventguide.id/2024/12/31/mari-menabung-inilah-daftar-konser-musik-di-indonesia-sepanjang-tahun-2025-ada-the-corrs-greenday-maroon-5-hingga-nct-127/>, (diakses pada 16 Maret 2025 pukul 23:42).

in Indonesia's creative economy.⁴ It is estimated that dozens of concerts featuring both domestic and international musicians are held annually, indicating a significant increase in public demand for entertainment experiences.⁵ While this growth positively impacts economic development, it simultaneously generates greater risks for consumers. Unlike ordinary commercial transactions, music concerts involve complex service relationships, including ticket sales systems, venue management, crowd control, security arrangements, and the fulfillment of promised experiential services.⁶ Consequently, concert organizers bear substantial responsibility for ensuring safety, comfort, and the overall protection of consumers throughout the event lifecycle.⁷

The increasing complexity of entertainment services highlights the vulnerability of consumers within the live event industry. Consumers often rely entirely on organizers' professionalism, transparency, and safety management, placing them in a structurally weaker bargaining position. This condition reflects the concept of *consumer vulnerability*, where consumers face informational asymmetry and limited control over operational risks during large-scale entertainment events. Therefore, stronger regulatory guarantees are required to balance the relationship between consumers and business actors.

In Indonesia, consumer protection is primarily governed by Law Number 8 of 1999 concerning Consumer Protection (Undang-Undang Perlindungan Konsumen/UUPK), which establishes rights and obligations for both consumers and business actors. The law emphasizes several fundamental principles, including benefit, fairness, balance, legal certainty, and particularly the principle of consumer safety and security.⁸ These principles demonstrate that consumer protection extends beyond economic loss compensation and includes the obligation to ensure physical safety and security during service delivery. Normatively, the UUPK provides an adequate legal framework; however, challenges emerge in its practical implementation, especially within the entertainment industry.

In practice, the rapid expansion of music events has not always been accompanied by adequate compliance with consumer protection standards. A significant gap persists between legal norms and the operational realities of concert organization.⁹ Cases involving poor event management, inadequate safety preparation, and lack of accountability continue to occur, demonstrating weaknesses in enforcement and supervision. One prominent example is the Lentera Festival incident held on June 23, 2024, in Pasar Kemis, Tangerang. The event failed to proceed as scheduled despite thousands of consumers having purchased tickets, resulting in public unrest

⁴ Quintarti, Maria Alberta Liza. "Bentuk-bentuk Perlindungan Hukum bagi Konsumen Perspektif Undang-undang Nomor 8 Tahun 1999." *Jurnal Kolaboratif Sains* 7.8 (2024): 3161-3167. <https://doi.org/10.56338/jks.v7i8.5995>.

⁵ Bintarawati, Fenny, and Daud Rismana. "Efektifitas Undang-Undang Perlindungan Konsumen Dalam Memberikan Perlindungan Hukum Bagi Pengguna E-Commerce Di Era Ekonomi Digital." *Risalah Hukum* 20.2 (2024): 102-112. <https://doi.org/10.30872/risalah.v20i2.1570>.

⁶ Hukumonline. "Asas Perlindungan Konsumen dan Tujuan Perlindungannya." (2023). <https://www.hukumonline.com/berita/a/asas-perlindungan-konsumen-dan-tujuannya-lt623bc8fd4931f/>, (diakses pada 16 Maret pukul 00:51).

⁷ Undang-undang Nomor 8 Tahun 1999 tentang Perlindungan Konsumen, Bab III, Pasal 3.

⁸ Pengadilan Negeri Tangerang. Putusan Nomor 1432/Pid.Sus/2024/PN Tng. (2024), <https://sipp.pn-tangerang.go.id/>, (diakses pada 13 november 2025, pukul 15.05 WIB).

⁹ Schütte, Patricia M., et al. "Visitor safety and security compliance as a key component of event planning and implementation? Findings from a German research project on COVID-19." *Frontiers in Communications and Networks* 5 (2024): 1368506. <https://doi.org/10.3389/frcmn.2024.1368506>.

that escalated into property damage and safety risks. The absence of organizers at the venue, lack of transparency, and failure to provide accountability illustrate negligence that not only caused financial losses but also endangered consumer safety and public order.

Empirical data from the event further illustrates the magnitude of consumer risk. Ticket prices ranged from IDR 99,000 to IDR 215,000, with 5,152 tickets sold online and approximately 1,000 sold offline, generating total revenue exceeding IDR 800 million. Despite the significant financial transactions involved, the concert failed to commence, leaving attendees without clarity or protection. The resulting chaos demonstrates how organizer negligence can transform contractual disputes into broader safety and security threats, thereby raising questions regarding civil liability and the effective enforcement of consumer protection principles.

Previous studies have examined consumer protection issues related to music events; however, their analytical focus remains limited. Anshari and Suprapti (2024) identified regulatory loopholes arising from concert cancellations and emphasized weaknesses in dispute resolution mechanisms.¹⁰ Adha and Supriatna (2025) analyzed legal protection mechanisms concerning sudden event cancellations, highlighting administrative responsibility and refund obligations. Meanwhile, Murti (2025) discussed overcapacity issues in entertainment events as potential unlawful acts under consumer protection law. Although these studies contribute valuable insights, they predominantly concentrate on contractual disputes, refund mechanisms, or administrative liability following event cancellation.¹¹

Despite the growing body of literature, prior research largely treats consumer harm in music events as contractual or financial disputes, without comprehensively examining how organizer negligence during event execution may violate consumer safety principles and generate civil liability beyond refund obligations. Existing studies rarely integrate the relationship between breach of contract (*wanprestasi*), unlawful acts (*perbuatan melawan hukum*), and the broader framework of consumer protection principles under the UUPK, particularly concerning safety and security guarantees in live entertainment settings. Consequently, the intersection between operational failure, consumer vulnerability, and civil liability remains insufficiently explored.

This research positions itself within that gap by offering a more comprehensive legal analysis that connects consumer protection principles with real-world operational failures in concert organization. Through a normative juridical approach combined with case analysis of the Lentera Festival incident, this study evaluates how failures in transparency, accountability, and safety implementation constitute violations of consumer protection law and give rise to civil liability. The novelty of this research lies in its emphasis on consumer safety and security as central elements of legal responsibility in live entertainment events, moving beyond conventional discussions focused solely on refunds or contractual termination.

Accordingly, this research aims to analyze the implementation of consumer safety and comfort principles in music concerts, identify legal violations committed by concert organizers, and

¹⁰ Anshari, Muhammad Taher, and Duhita Driyah Suprapti. "Consumer Protection Due to Music Festival Cancellation: Perlindungan Konsumen Akibat Dibataalkannya Festival Musik." *Annual Review of Legal Studies* 1.1 (2024): 65-92. <https://doi.org/10.15294/arls.vol1i1.4077>.

¹¹ Murti, Vania Maurilla Putri. "Perlindungan Konsumen dalam Industri Hiburan: Analisis Hukum Akibat Pembatalan Acara." *Bhirawa Law Journal* 6.2 (2025): 202-211. <https://doi.org/10.26905/blj.v6i2.16326>.

determine the forms of civil liability that may arise from organizer negligence in the Lentera Festival case held on June 23, 2024, in Pasar Kemis, Tangerang.

2. METHOD

This research employs a normative juridical method to analyze consumer protection principles and forms of civil liability arising from negligence committed by music concert organizers. Rather than merely describing legal norms, this study evaluates how consumer protection regulations operate within factual legal events in the live entertainment industry.¹² The research adopts three complementary legal approaches: statute approach, conceptual approach, and case approach. The statute approach is used to examine applicable legal instruments, particularly Law Number 8 of 1999 concerning Consumer Protection (UUPK), provisions of the Indonesian Civil Code regarding breach of contract (*wanprestasi*) and unlawful acts (*perbuatan melawan hukum*), as well as related legal frameworks governing business actors' responsibilities. The conceptual approach analyzes legal doctrines and theoretical foundations such as consumer safety principles, civil liability, and consumer vulnerability within entertainment services characterized by complex transactions and asymmetric risks. Meanwhile, the case approach focuses on the Lentera Festival incident held on June 23, 2024, in Pasar Kemis, Tangerang, selected as a representative legal phenomenon demonstrating the gap between normative consumer protection standards and actual event management practices, particularly concerning organizer negligence affecting consumer safety and legal accountability.¹³

The study utilizes three categories of legal materials consisting of primary, secondary, and tertiary legal materials. Primary legal materials include statutory regulations and authoritative legal sources related to consumer protection and civil liability; secondary legal materials consist of scholarly books, scientific journal articles, and previous research discussing consumer protection law and entertainment industry liability; while tertiary legal materials include legal dictionaries, encyclopedias, official reports, and credible supporting publications.¹⁴ Legal materials are collected through literature and document study, and analyzed using qualitative juridical analysis supported by legal interpretation and legal reasoning. Legal interpretation is conducted through systematic and teleological interpretation to understand the objectives and meaning of consumer protection norms, while legal reasoning is applied deductively by connecting general legal principles with the factual circumstances of the Lentera Festival case. This analytical process synchronizes normative legal analysis with empirical case facts, ensuring that the research moves beyond descriptive explanation toward an evaluative and analytical assessment of how consumer protection principles are implemented, violated, and enforced in determining civil liability within live music events.

3. RESULTS AND DISCUSSION

3.1 Efforts by Concert Organizers to Provide Consumer Rights Based on the Principles of Security and Safety

¹² Kristiawanto. *Memahami Penelitian Hukum Normatif*. Jakarta: Penerbit Prenada. (2022). Hlm. 24.

¹³ Efendi, J., & Ibrahim, J. *Metode Penelitian Hukum Normatif dan Empiris*. Jakarta: Penerbit Kencana. (2021). Hlm. 124.

¹⁴ Moh Askin & Masidin. *Penelitian Hukum Normatif*. Jakarta: Penerbit Kencana. (2023). Hlm. 34.

Consumer protection law establishes that concert audiences constitute consumers who are legally entitled to safety, security, accurate information, and fair treatment as stipulated under Article 4 of the Indonesian Consumer Protection Law (UUPK).¹⁵ Within this framework, concert organizers function not merely as event facilitators but as business actors bearing legal obligations to ensure that entertainment services are delivered in a manner that guarantees consumer safety and minimizes foreseeable risks.¹⁶ The principle of security and safety under Article 2 UUPK requires organizers to anticipate potential hazards arising from mass gatherings, meaning that consumer protection operates not only as a normative guarantee but as an operational standard governing event planning and execution.¹⁷ International consumer protection principles similarly emphasize safety, compensation, education, and environmental protection, reinforcing that consumer welfare constitutes a core legal expectation in commercial services, including live entertainment events.¹⁸ The subject of the UUPK is individuals, while the object concerns goods and/or services.¹⁹

From a regulatory perspective, the obligation to protect consumer safety is operationalized through licensing requirements and compliance mechanisms.²⁰ Concert organizers must obtain crowd permits, venue authorization, and approvals from relevant authorities, which collectively function as preventive legal instruments designed to ensure readiness in managing public risk.²¹ Legally, the issuance of permits signifies that organizers possess adequate organizational capacity and accept responsibility for complying with safety standards. Therefore, compliance is not merely administrative formality but a manifestation of legal accountability.²² In practice, these obligations require organizers to implement measurable safety mechanisms, including venue capacity assessment, transparent ticketing systems, risk communication, and coordination with medical and security personnel.²³ Government Regulation No. 28 of 2025 concerning K3L further reinforces this obligation by classifying music festivals as activities requiring structured risk management proportional to crowd size and event complexity.²⁴

However, the effectiveness of consumer protection cannot be assessed solely through normative provisions; it must be evaluated through implementation practices. Ideally, pre-event risk management should involve accurate crowd estimation, controlled ticket

¹⁵ Maharani, Alfina, and Adnand Darya Dzikra. "Fungsi Perlindungan Konsumen Dan Peran Lembaga Perlindungan Konsumen Di Indonesia: Perlindungan, Konsumen Dan Pelaku Usaha (Literature Review)." *Jurnal Ekonomi Manajemen Sistem Informasi* 2.6 (2021): hal. 663. <https://doi.org/10.31933/jemsi.v2i6.607>.

¹⁶ Renata. A. C. Hak dan Kewajiban Konsumen serta Pelaku Usaha yang Perlu Diketahui. (2022). <https://www.hukumonline.com/klinik/a/hak-dan-kewajiban-konsumen-serta-pelaku-usaha-yang-perlu-diketahui-lt62e27b1d9c927/>, (diakses pada 18 september 2025, 19.40 wib).

¹⁷ Bambang, Onang. "Perlindungan Hukum Terhadap Konsumen Atas Kenyamanan Keamanan Dan Keselamatan Dalam Mengonsumsi Barang Atau Jasa." *Lex Privatum* 11.1 (2023). Hal. 3.

¹⁸ Tim KBBI online. <http://kbbi.kemdikbud.go.id/>, (diakses pada 18 september 2025, 20.06 wib).

¹⁹ Aprita, S., & Anisah, L. *Hukum perlindungan Konsumen*. Jakarta: Penerbit Mitra Wacana Media. (2021). Hlm. 19.

²⁰ Astuti. Perizinan penyelenggara Musik di Indonesia. (2025). <https://lexmundus.com/articles/perizinan-promotor-musik-di-indonesia/>, (diakses pada 20 september 2025, 19.00 wib).

²¹ *Ibid*

²² Peraturan Pemerintah No.8/25. Pasal 127-128.

²³ Kementerian Investasi/Badan Koordinasi Penanaman Modal (BKPM). (2025). *82302 Jasa Penyelenggara Event Khusus (Special Event)*. Diakses 12 November 2025, dari <https://oss.go.id/id/kbli/detail/ce4c7d3b-b0b0-41d2-8b66-83d41f5f6bdc>.

²⁴ Zaini, Aziza Zulia. "Perlindungan Konsumen dalam Penipuan Transaksi Pembelian Tiket Konser Secara Online." *UNES Law Review* 6.4 (2024): 10443-10452. <https://doi.org/10.31933/unesrev.v6i4.1929>.

distribution, clear consumer information disclosure, and preventive crowd-flow arrangements. During event execution, organizers are expected to deploy competent crowd control teams, provide accessible medical facilities, and ensure functional evacuation routes capable of mitigating emergency situations. These operational standards represent the practical translation of statutory consumer protection obligations into real-world safeguards. Failure to implement such measures indicates not merely technical shortcomings but legal non-compliance with safety obligations imposed by UUPK.²⁵

The 2024 Lentera Festival incident demonstrates a significant gap between normative legal standards and practical implementation. Although the regulatory framework clearly mandates consumer safety and transparency, the organizer failed to operationalize these obligations effectively. Reports indicating inadequate crowd management, lack of clear communication, and delayed or absent accountability responses illustrate a breakdown in risk governance. The organizer's failure to provide transparent explanations to attendees contradicts consumers' statutory right to accurate information and fair treatment. In this context, negligence is not limited to physical safety failure but extends to informational and managerial misconduct that intensified consumer harm and public unrest.²⁶

Critically, the case reveals that the core failure did not lie in the absence of legal regulation but in the ineffective internalization of legal norms into event management practices. Consumer protection law requires proactive prevention rather than reactive responsibility after harm occurs. The organizer's avoidance of responsibility indicates a deviation from the principle of due care expected of business actors providing high-risk public services. This situation highlights how legal standards concerning safety and security should function as operational benchmarks guiding decision-making throughout the event lifecycle, from planning to post-event accountability.²⁷

Scholarly discussions on consumer protection further support this analytical finding. Research demonstrates that consumers often occupy weaker bargaining positions, making regulatory enforcement essential to prevent unfair practices. Weak supervision and inconsistent enforcement mechanisms may allow business actors to disregard safety obligations despite comprehensive statutory frameworks. In sectors involving complex service delivery such as large-scale entertainment events, these enforcement gaps can transform managerial negligence into systemic consumer harm. The Lentera Festival case therefore illustrates a broader structural issue in which normative guarantees exist but fail to achieve practical effectiveness without institutional monitoring and professional risk management standards.²⁸

Accordingly, concert organizers should integrate legal compliance with standardized operational safety systems, including transparent communication mechanisms, structured

²⁵ Wajdi, F., & Susanti, D. *Hukum Perlindungan Konsumen*. Malang: Penerbit Setara Press. (2023). Hlm. 85.

²⁶ Sianturi, Mouna Suez, and Heru Sugiyono. "Consumer Protection Against Quantity and Price Fraud in Minyak Distribution." *Jurnal USM Law Review* 8.3 (2025): 2626-2638. <https://doi.org/10.26623/julr.v8i3.13075>.

²⁷ Khasana, Andi Khuswatun, and Amad Sudiro. "Legal Responsibilities Of Bandung's OKKO Bakery In Ensuring Product Safety Under Consumer Protection Law Number 8 of 1999." *Jurnal Ius Constituendum* 10.2 (2025): 200-210. <https://doi.org/10.26623/jic.v10i2.12065>.

²⁸ Rahma, Deva Aurelia, and Sulastris Sulastris. "Bad-Faith Practices in E-Commerce Standard Clauses and Their Impact on Consumer Protection." *Jurnal USM Law Review* 8.3 (2025): 2698-2714. <https://doi.org/10.26623/julr.v8i3.13116>.

crowd management protocols, and continuous risk assessment procedures. The principle of consumer safety and security under UUPK should be interpreted not as abstract legal doctrine but as an enforceable performance standard requiring demonstrable preventive action. The failure observed in the Lentera Festival underscores that legal liability arises when organizers neglect foreseeable risks that could reasonably have been mitigated through proper planning and supervision.²⁹

Ultimately, the analysis shows that effective consumer protection in concert organization depends on synchronization between normative legal frameworks and practical implementation. Legal standards already provide sufficient guidance regarding consumer safety; however, their effectiveness relies on consistent enforcement and organizational compliance. The Lentera Festival incident confirms that when safety principles are treated merely as formal regulatory requirements rather than operational obligations, consumer rights become vulnerable. Therefore, strengthening accountability mechanisms and embedding consumer protection principles into event management governance constitute essential steps toward ensuring that entertainment services align with statutory guarantees of safety and security.³⁰

The principle of consumer safety and security, explicitly recognized within statutory provisions, imposes a legal obligation upon organizers to anticipate and mitigate foreseeable risks associated with service delivery. Safety, understood as protection from physical harm or hazardous conditions, intersects with security, which encompasses freedom from disturbances that could compromise consumer welfare. This dual dimension requires organizers to adopt proactive operational safeguards rather than reactive measures after harm has occurred. In this context, consumer protection law transforms abstract principles into enforceable standards governing event planning, execution, and post-event accountability.

Regulatory compliance constitutes a foundational prerequisite for lawful concert organization, beginning with formal business registration and extending to sector-specific licensing requirements. These regulatory stages are designed to ensure that organizers possess the institutional capacity and procedural preparedness necessary to manage public gatherings safely. Permits related to crowd control, venue usage, health standards, and traffic coordination collectively function as preventative mechanisms intended to minimize systemic risk. Compliance with these obligations signifies not merely administrative formality but an acknowledgment of legal responsibility toward consumer safety.

Pre-event risk management represents a critical phase in fulfilling consumer protection obligations, requiring organizers to evaluate venue conditions, crowd capacity, and logistical transparency. Effective ticketing systems, queue management protocols, and public communication strategies serve to prevent misunderstandings that could escalate into disorder or consumer harm. Regulatory frameworks concerning occupational safety and environmental risk classification further structure these preventative efforts by categorizing event risk levels and mandating appropriate safeguards. Such preparatory measures demonstrate that consumer

²⁹ Abbott, J. L., and Morgan W. Geddie. "Event and venue management: Minimizing liability through effective crowd management techniques." *Event management* 6.4 (2000): 259-270. <https://doi.org/10.3727/152599500108751417>.

³⁰ Aprita, S., & Anisah, L. *Hukum perlindungan Konsumen*. Jakarta: Penerbit Mitra Wacana Media. (2021). Hlm. 19.

safety is inseparable from operational planning.³¹

During event execution, organizers must implement dynamic safety controls capable of responding to evolving situational risks inherent in mass gatherings. Competent crowd management personnel, accessible medical facilities, and clearly designated evacuation routes function as essential protective infrastructures. These mechanisms collectively reduce the probability of injury, panic, or systemic breakdown in emergency scenarios. The operationalization of safety protocols reflects the legal expectation that consumer protection persists continuously throughout the duration of service delivery.

Despite extensive regulatory frameworks, risk remains an inherent characteristic of large-scale entertainment environments, particularly where crowd density and environmental variables converge. Physical risks such as overcrowding, oxygen deprivation, or sudden accidents necessitate anticipatory governance by event organizers. Legal accountability persists irrespective of risk inevitability, as consumer safety obligations are framed as non-delegable duties under consumer protection law. Consequently, organizers must demonstrate that all reasonable preventative measures were implemented to mitigate foreseeable harm.

The Lentera Festival incident illustrates the consequences of failing to operationalize statutory consumer protection principles within event management practices. Organizer negligence in providing transparency and logistical assurance triggered consumer unrest that escalated into physical danger and material loss. Such failures reveal a disconnect between regulatory expectations and practical enforcement, undermining consumer trust and legal certainty. The organizer's avoidance of responsibility constitutes a breach of both contractual obligations and statutory duties designed to safeguard public welfare.³²

Scholarly discourse consistently emphasizes that consumer vulnerability intensifies when regulatory enforcement mechanisms fail to translate legal norms into practical safeguards. Weak supervision and inconsistent accountability frameworks enable business actors to circumvent obligations without immediate consequence, thereby exposing consumers to preventable harm. In high-risk service sectors such as entertainment events, these enforcement deficiencies can amplify operational failures into public safety crises. The persistence of such gaps underscores the necessity of integrating regulatory compliance with institutional oversight.³³

Modern consumer protection doctrine expands the scope of business responsibility beyond contractual fulfillment to encompass systemic safety assurance and ethical service delivery. Organizers are therefore expected to internalize consumer protection principles as operational imperatives rather than mere legal formalities. This expanded conception of liability recognizes that negligence within complex service environments generates cascading effects that extend

³¹ Renata, A. C. Hak dan Kewajiban Konsumen serta Pelaku Usaha yang Perlu Diketahui. (2022). <https://www.hukumonline.com/klinik/a/hak-dan-kewajiban-konsumen-serta-pelaku-usaha-yang-perlu-diketahui-1t62e27b1d9c927/>, (diakses pada 18 september 2025, 19.40 wib).

³² Maharani, Alfina, and Adnand Darya Dzikra. "Fungsi Perlindungan Konsumen Dan Peran Lembaga Perlindungan Konsumen Di Indonesia: Perlindungan, Konsumen Dan Pelaku Usaha (Literature Review)." *Jurnal Ekonomi Manajemen Sistem Informasi* 2.6 (2021): hal. 663. <https://doi.org/10.31933/jemsi.v2i6.607>.

³³ Durovic, Mateja. "International consumer law: what is it all about?." *Journal of Consumer Policy* 43.1 (2020): 125-143. <https://doi.org/10.1007/s10603-019-09438-9>.

beyond individual transactions. Ultimately, effective consumer protection in concert settings requires harmonization between normative legal standards, institutional enforcement, and proactive organizational conduct.

Furthermore, the implementation of consumer safety principles within concert governance should be interpreted through the broader paradigm of risk-based regulatory compliance, where organizers are required not only to react to incidents but to establish anticipatory governance mechanisms capable of preventing systemic harm before risks materialize. In contemporary entertainment law discourse, consumer protection increasingly demands the integration of legal accountability, operational transparency, and ethical business conduct into a unified governance structure. Consequently, concert organizers must be viewed as entities exercising quasi-public responsibilities because their activities involve mass public participation and collective safety exposure. This perspective strengthens the argument that negligence in crowd management, financial transparency, and emergency preparedness cannot be reduced to ordinary managerial failure, but constitutes a violation of legally enforceable duties of care that directly affect public trust, legal certainty, and the sustainability of the entertainment industry itself. Therefore, strengthening preventive supervision, mandatory safety audits, and standardized operational protocols becomes essential to transform consumer protection principles from symbolic legal guarantees into measurable compliance obligations within live entertainment governance.

3.2 Civil Liability of Concert Organizers Arising from Violations of Consumer Safety and Security Principles

Civil liability arising from the 2024 Lentera Festival incident must be examined through an integrated legal framework consisting of breach of contract (*wanprestasi*), unlawful acts (*perbuatan melawan hukum/PMH*), and statutory liability under consumer protection law.³⁴ Rather than functioning as mutually exclusive doctrines, these three bases of liability operate within a complementary system designed to ensure comprehensive protection for consumers harmed by defective service delivery.³⁵ The legal issue therefore lies not merely in identifying wrongdoing, but in determining the appropriate juridical qualification of organizer conduct and the extent to which multiple liability regimes may apply simultaneously.³⁶

From a contractual perspective, liability may arise through default as regulated under Article 1243 of the Civil Code. Default occurs when a party fails to perform contractual obligations after being duly obligated to do so, resulting in compensable losses. In concert organization, contractual relationships exist not only between organizers and performers or vendors but implicitly extend to consumers through ticket purchases that represent agreements for entertainment services delivered under promised conditions.³⁷ The Lentera Festival

³⁴ Kitab Undang-undang Hukum Perdata, Bagian 4, Pasal 1243.

³⁵ Renata, A. C. Bunyi Pasal 1243 KUH Perdata tentang Wanprestasi. (2024). https://www.hukumonline.com/klinik/a/bunyi-pasal-1243-kuh-perdata-tentang-wanprestasi-lt65dc608264499/#_ftnref4 (diakses pada 27 oktober 2025, pukul 17.04 WIB).

³⁶ Quintarti, Maria Alberta Liza. "Konsekuensi Hukum terhadap Wanprestasi dalam Perjanjian Bisnis." *Jurnal Kolaboratif Sains* 7.8 (2024): 3176-3183. <https://doi.org/10.56338/jks.v7i8.5997>.

³⁷ Iwanti, N. A. M. (2022). Akibat Hukum Wanprestasi Serta Upaya Hukum Wanprestasi Berdasarkan Undang-Undang Yang Berlaku. *The Juris*, 6(2), 361-351. <https://doi.org/10.56338/jks.v7i8.5997>.

organizers failed to ensure performance execution due to unpaid contractual obligations toward musicians and operational partners, leading to cancellation of performances and unmet consumer expectations. Legally, this situation fulfills several forms of default identified in civil doctrine: failure to perform obligations entirely, improper performance, and delayed fulfillment exceeding agreed timelines. Consequently, consumers possess legal standing to claim damages, contract cancellation, or restitution based on contractual non-performance.³⁸

However, limiting analysis solely to default would inadequately capture the broader legal harm generated by the incident. The organizer's conduct also satisfies the doctrinal elements of unlawful acts under Article 1365 of the Civil Code. An unlawful act requires the existence of an act or omission, violation of legal norms, damage suffered by another party, and a causal relationship between conduct and loss.³⁹ First, the organizer's operational negligence and failure to provide transparency constitute actionable omissions. Second, these omissions violated statutory obligations under consumer protection law requiring safe and responsible service delivery.⁴⁰ Third, consumers suffered both material losses (ticket expenses, travel costs) and immaterial losses (loss of time, psychological distress, and exposure to unsafe crowd conditions). Fourth, a clear causal nexus exists: organizational mismanagement triggered uncertainty, consumer frustration, and ultimately chaotic conditions that endangered public safety. Through legal reasoning, the harm cannot be viewed as spontaneous consumer misconduct but as a foreseeable consequence of organizer negligence.⁴¹

The causality element is particularly decisive in distinguishing narrative chronology from juridical analysis. Civil liability does not require that organizers directly cause physical harm; it is sufficient that their negligence created conditions that foreseeably produced risk and loss. The organizer's silence, lack of clarification, and failure to manage expectations generated escalating uncertainty among attendees. This omission disrupted crowd control stability and contributed to anarchic reactions that threatened consumer safety. Thus, the chain of causation demonstrates indirect yet legally attributable responsibility, satisfying the requirement of proximate cause within tort doctrine.

Beyond contractual and tortious liability, Article 19 of the Consumer Protection Law (UUPK) establishes a specialized regime imposing responsibility upon business actors for losses arising from goods or services provided. Unlike traditional civil liability requiring extensive proof of fault, consumer protection law emphasizes accountability and consumer recovery. Organizers are obligated to provide compensation, refunds, or medical assistance when consumers suffer losses resulting from negligent service provision. In the Lentera Festival case, the failure to deliver promised performances and ensure safe event conditions directly activates statutory liability, reinforcing that consumer protection extends beyond contractual

³⁸ Aprilia, Syalwa, et al. "Gugatan Wanprestasi Dan Perbuatan Melawan Hukum Dalam Praktik Hukum Acara Perdata." *Causa: Jurnal Hukum dan Kewarganegaraan* 14.5 (2025): 131-140. <https://doi.org/10.6679/9n31we51>.

³⁹ Halipah, Gisni, et al. "Tinjauan Yuridis Konsep Perbuatan Melawan Hukum dalam Konteks Hukum Perdata." *Jurnal Penelitian Serambi Hukum* 16.01 (2023): 138-143. <https://doi.org/10.59582/sh.v16i01.923>.

⁴⁰ Anjani, Anisa Suci. "Analisis Yuridis Ingkar Janji Untuk Menikahi Sebagai Perbuatan Melawan Hukum Menurut Kitab Undang-Undang Hukum Perdata." *Lex Privatum* 13.1 (2024).

⁴¹ Siregar, Maralutan, et al. "Pemisahan Gugatan Wanprestasi dan Perbuatan Melawan Hukum dalam Perspektif Hukum Materil dan Penerapan di Pengadilan." *Locus Journal of Academic Literature Review* (2023): 532-548. <https://doi.org/10.56128/ljoalr.v2i6.187>.

promises to encompass public safety obligations.⁴²

A comparative analysis reveals important doctrinal distinctions. Default applies when losses arise primarily from breached contractual commitments, such as failure to deliver promised performances. Unlawful acts apply when conduct violates broader legal duties independent of contractual relations, particularly duties of care toward public safety. Consumer protection liability operates as a *lex specialis* framework prioritizing consumer recovery regardless of complex contractual structures. In practice, these bases of liability may operate cumulatively. The Lentera Festival incident illustrates such cumulative applicability: contractual breach explains unmet performance obligations, tort law addresses negligent risk creation, and consumer protection law ensures accessible remedies for affected consumers.

This integrative interpretation strengthens the normative argument that concert organizer responsibility is not confined to private contractual relationships but extends to societal obligations concerning public safety. Large-scale entertainment events inherently involve collective risk, placing organizers in a position analogous to public safety managers. Consequently, failure to implement adequate operational safeguards constitutes not only contractual non-performance but also a violation of the duty of care owed to the public.

The factual developments surrounding the Lentera Festival further reinforce this conclusion. Financial mismanagement, unpaid performers, absence of transparent communication, and delayed accountability collectively demonstrate systemic organizational negligence. Although criminal proceedings addressed embezzlement under Article 372 of the Criminal Code, civil liability remains independently actionable because consumer harm persists irrespective of criminal sanctions. Civil law therefore provides complementary mechanisms enabling consumers to pursue compensation for both material and immaterial losses.⁴³

Scholarly discussions on consumer protection emphasize that legal norms frequently fail not due to regulatory absence but because of weak implementation and accountability mechanisms. The Lentera Festival case exemplifies this structural problem: comprehensive legal provisions existed, yet organizational governance failed to translate normative obligations into operational safeguards. This reinforces the necessity of interpreting civil liability doctrines in an integrated manner capable of addressing complex harm arising from modern service industries.⁴⁴

Ultimately, the analysis demonstrates that the organizer's actions fulfill the systematic elements of unlawful acts while simultaneously constituting contractual default and statutory consumer protection violations. The coexistence of these liability regimes confirms that consumer claims may be pursued alternatively or cumulatively depending on litigation strategy and evidentiary considerations. The case therefore illustrates an expanded conception of civil liability in which concert organizers bear responsibility not only for contractual fulfillment but

⁴² Tempo. "Konser Lentera Festival Tangerang Batal, Ketua Panitia Ditangkap Polisi hingga Kerugian Vendor." (2024). <https://www.tempo.co/hukum/konser-lentera-festival-tangerang-batal-ketua-panitia-ditangkap-polisi-hingga-kerugian-vendor-45402> (diakses pada 28 oktober 2025, pukul 16.42 WIB).

⁴³ Taniawari, Vioneta Rizky, and Muthia Sakti. "Consumer Protection in Real Estate Transactions Adjacent to Near River Boundaries." *Jurnal Ius Constituendum* 9.2 (2024): 361-376. <https://doi.org/10.26623/jic.v9i2.9029>.

⁴⁴ Arlina, Sri, et al. "Consumer Legal Protection for Whitening Cream Cosmetic Products". *Jurnal Ius Constituendum*, 9, no. 2, (2024). 233-50, <https://doi.org/10.26623/jic.v9i2.8459>.

also for ensuring consumer safety as an essential component of lawful service provision. Through this integrated legal reasoning, the Lentera Festival incident becomes a concrete example of how Indonesian civil law frameworks collectively function to restore consumer rights and reinforce accountability in large-scale entertainment governance.

The doctrine of default establishes that liability arises when a party fails to fulfill agreed obligations after formal notice, thereby triggering compensatory rights for the injured party. In the context of event management, contractual commitments to performers, vendors, and consumers form a legally binding framework whose breach produces cascading legal consequences. The Lentera Festival case exemplifies how non-performance, delayed performance, and deviation from agreed obligations collectively constitute actionable default. Such failures justify claims for damages, fulfillment of obligations, or contractual cancellation, reinforcing the principle that contractual certainty is indispensable to commercial trust and consumer confidence.⁴⁵

Unlawful acts, as conceptualized under Article 1365 of the Civil Code, expand the scope of liability beyond contractual relationships to encompass negligent conduct that violates legal norms and produces harm. The organizer's inability to maintain operational integrity and transparency created foreseeable risks that materialized into consumer injury and social disorder. This tortious dimension underscores that liability is grounded not merely in breached promises but in violations of the broader duty of care owed to consumers. The legal framework thereby recognizes restitution and compensation as mechanisms to restore equilibrium, even when evidentiary assessments involve judicial discretion regarding immaterial damages.

Statutory consumer protection law further intensifies the organizer's responsibility by imposing affirmative duties to prevent harm and ensure safe service delivery. Article 19 of the consumer protection regime establishes a strict obligation to compensate losses arising from defective or negligent service provision, reflecting the legislature's prioritization of consumer welfare. In large-scale entertainment settings, these obligations demand proactive risk management, financial transparency, and operational accountability. Failure to uphold these duties transforms organizational negligence into a legally cognizable injury that entitles consumers to restitution, replacement, or compensation for both tangible and intangible losses.⁴⁶

The factual chronology of the Lentera Festival demonstrates how institutional incompetence and financial mismanagement precipitated consumer unrest, revealing a direct causal nexus between organizer conduct and resulting harm. Although consumer anarchic behavior cannot be legally justified, it must be analyzed within the broader context of systemic organizational failure that undermined expectations of safety and performance. Civil law recognizes that such failures activate concurrent liability regimes, enabling injured parties to pursue remedies under contractual breach, tort law, and statutory consumer protections. Ultimately, the incident underscores that effective consumer protection depends not solely on normative frameworks

⁴⁵ Kitab Undang-undang Hukum Perdata, Bagian 4, Pasal 1243.

⁴⁶ Renata. A. C. Bunyi Pasal 1243 KUH Perdata tentang Wanprestasi. (2024). https://www.hukumonline.com/klinik/a/bunyi-pasal-1243-kuh-perdata-tentang-wanprestasi-lt65dc608264499/#_ftnref4 (diakses pada 27 oktober 2025, pukul 17.04 WIB).

but on rigorous implementation, accountability, and adherence to professional standards in high-risk service environments.

From a broader civil law perspective, the Lentera Festival incident also reflects the evolution of liability doctrine within modern service industries, where business actors are increasingly assessed not only based on contractual fulfillment but also on their capacity to manage systemic risks affecting public welfare. The convergence between contractual liability, tort liability, and statutory consumer protection demonstrates the emergence of a multidimensional accountability model in entertainment governance, particularly in high-risk public events involving mass consumers. This doctrinal development signifies that legal responsibility in contemporary commercial activities is no longer limited to bilateral contractual relations, but extends toward social responsibility grounded in the principle of due care and public protection. Accordingly, courts and regulatory institutions should adopt a progressive interpretation of civil liability by recognizing that organizational negligence in entertainment events may generate collective harm requiring cumulative legal remedies. Such an approach is essential to strengthen deterrence mechanisms, improve industry compliance standards, and ensure that consumer protection law functions effectively as an instrument of substantive justice rather than merely a procedural framework for compensation claims.

4. CONCLUSION

This study concludes that the 2024 Lentera Festival incident represents a fundamental failure of concert organizers to implement consumer rights based on the principle of safety and security as mandated under Article 2 of the Indonesian Consumer Protection Law, as the organizers failed to ensure operational preparedness, transparency, and adequate risk management, thereby creating a gap between normative consumer protection standards and their practical enforcement in large-scale entertainment events. The violations committed may be legally qualified through three interconnected forms of civil liability: contractual default under Article 1243 of the Civil Code due to failure to deliver promised services, unlawful acts under Article 1365 arising from negligent conduct that caused consumer losses and demonstrated a clear causal relationship between organizer actions and harm, and statutory liability under Article 19 of the Consumer Protection Law requiring compensation for both material and immaterial damages. These findings confirm that the legal responsibility of concert organizers extends beyond contractual obligations to encompass broader duties toward consumer safety and public protection. The novelty of this research lies in its integrative analysis demonstrating that consumer protection principles, tort liability, and contractual responsibility operate cumulatively within entertainment event governance, positioning organizers as legal duty-bearers responsible for systemic risk prevention. Normatively, the study recommends strengthening regulatory frameworks for public event organization through clearer safety-based operational standards, stricter licensing verification, enhanced governmental supervision, and mandatory implementation of transparency, financial accountability, and crowd safety management systems, thereby ensuring that consumer protection law functions not merely as a formal legal guarantee but as an enforceable mechanism capable of safeguarding consumer rights in practice.

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