

Aspek Hukum Perlindungan Konsumen dan Pertanggungjawaban Perdata Pelaku Usaha Periklanan dalam Kegiatan Endorsement = Legal Aspects of Consumer Protection Law and Civil Liability of Advertising Business Actor in Endorsement Action

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Abstrak

Praktik kegiatan bisnis anjuran (endorsement) di Indonesia telah berkembang secara pesat seiring maraknya penggunaan media sosial. Namun ketentuan hukum positif di Indonesia belum secara jelas mengatur dan membatasi praktik endorsement. Regulasi di Indonesia belum mengatur hubungan hukum yang mendasari kegiatan endorsement dan beban pertanggungjawaban di antara para pelaku usaha periklanan. Implikasi yang terjadi adalah konsumen berada di posisi yang lemah karena minimnya informasi yang dapat ia peroleh atas suatu konten endorsement yang ditayangkan. Konsumen berpotensi menjadi objek eksploitasi dari suatu iklan endorsement akibat kepercayaan yang mereka berikan kepada penganjur (endorser). Hal ini tentu berdampak pada bahaya laten terhadap pelanggaran hak-hak konsumen yang dijamin menurut hukum perlindungan konsumen. Penelitian ini menggunakan metode yuridis normatif dengan bahan hukum utamanya adalah ketentuan dalam Undang-Undang Nomor 8 Tahun 1999 tentang Perlindungan Konsumen (UUPK), Etika Pariwara Indonesia Amendemen 2020, hukum perjanjian pemberian kuasa, teori pertanggungjawaban produk, teori pertanggungjawaban profesional, serta teori lainnya untuk menjawab permasalahan yang telah diungkapkan. Kesimpulan dari penelitian ini adalah kegiatan endorsement merupakan praktik periklanan yang didasari oleh hubungan hukum perjanjian pemberian kuasa sehingga pengiklan dan perusahaan periklanan bertanggungjawab terhadap konsumen. Pengiklan bertanggung jawab berdasarkan tanggung jawab produk, sedangkan perusahaan periklanan bertanggung jawab berdasarkan tanggung jawab profesional. Oleh karena itu, baik pengiklan maupun perusahaan periklanan harus berhati-hati dan mematuhi hukum perlindungan konsumen dalam melaksanakan kegiatan endorsement. Adapun teori hubungan perjanjian pemberian kuasa tersebut harus diuji di pengadilan oleh konsumen dan pemerintah diharapkan segera memperbaharui UUPK untuk memperjelas ketentuan kegiatan endorsement di Indonesia.

.....The practice of endorsement business in Indonesia has grown rapidly along with the widespread use of social media. However, the provisions of positive law in Indonesia have not clearly regulated and limited the practice of endorsement. Regulations in Indonesia have not regulated the legal relationship that underlies endorsement activities and the burden of responsibility among advertising business actors. The implication that occurs is that consumers are in a weak position because of the lack of information that they can get on an endorsement content that is broadcast. Consumers have the potential to become the object of exploitation of an endorsement advertisement due to the trust they give to the endorser. This certainly has an impact on the latent danger of violating consumer rights which are guaranteed according to consumer protection law. This study uses a normative juridical method with the main legal material being the provisions of Law Number 8 of 1999 concerning Consumer Protection (UUPK), Indonesian Advertising Ethics Amendment of 2020, law of power of attorney agreement, product liability theory, professional responsibility theory, and other theories to answer the problems that have been raised. The conclusion of this study is that endorsement

activities are advertising practices based on the legal relationship of power of attorney agreement so that advertisers and advertising companies are responsible for consumers. Advertisers are responsible under product liability, while advertising companies are held accountable under professional liability. Therefore, both advertisers and advertising companies must be careful and comply with consumer protection laws in carrying out endorsement activities. The theory of the relationship between the power of attorney agreement must be tested in court by consumers and the government is expected to immediately update the UUPK to clarify the provisions for endorsement activities in Indonesia.