

## ABSTRAK

### PERLINDUNGAN KONSUMEN TERHADAP PERUBAHAN TEMPAT KONSER SECARA SEPIHAK (Studi Kasus Pada Acara *Forever Young Day6 in Jakarta 2025*)

Oleh:  
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Perkembangan industri hiburan global, khususnya fenomena *Korean Wave (Hallyu)*, mendorong meningkatnya penyelenggaraan konser musik internasional di Indonesia, termasuk konser *DAY6 WORLD TOUR [FOREVER YOUNG] in Jakarta 2025* yang diselenggarakan oleh promotor Mecimapro. Konser yang semula dijadwalkan di Jakarta International Stadium (JIS) berkapasitas sekitar 82.000 penonton dipindahkan secara sepihak ke Stadion Madya Gelora Bung Karno yang hanya berkapasitas sekitar 9.000 penonton, tanpa opsi pengembalian dana bagi konsumen. Penelitian ini membahas tanggung jawab promotor terhadap konsumen dan upaya perlindungan konsumen atas perubahan tempat konser secara sepihak pada acara *Forever Young Day6 in Jakarta 2025*.

Penelitian ini menggunakan metode yuridis normatif dengan pendekatan perundang-undangan, konseptual dan pendekatan kasus. Bahan hukum yang digunakan meliputi bahan hukum primer berupa KUHPerduta dan Undang-Undang Nomor 8 Tahun 1999 tentang Perlindungan Konsumen (UUPK) dan klausula baku tiket, bahan hukum lainnya berupa dokumentasi digital terkait kasus. Pengumpulan data dilakukan melalui studi kepustakaan, sedangkan analisis dilakukan secara deskriptif kualitatif.

Hasil dan pembahasan menunjukkan bahwa promotor sebagai pelaku usaha bertanggung jawab atas perubahan tempat konser secara sepihak berdasarkan wanprestasi karena perubahan lokasi merupakan perubahan substansial terhadap prestasi. Tanggung jawab tersebut berupa pemberian kompensasi atau pengembalian dana kepada konsumen karena perubahan yang tidak terpenuhi sebagaimana yang dijanjikan saat penjualan tiket dan klausula baku yang membatasi pengembalian dana hanya pada pembatalan konser batal demi hukum. Upaya perlindungan konsumen dapat dilakukan secara preventif, meliputi kewajiban transparansi informasi, pembatasan klausula baku, serta secara represif yang tersedia mekanisme non-litigasi, litigasi, dan gugatan perwakilan kelompok (*class action*), serta peran negara dan penerapan ketentuan UUPK untuk menjamin pemenuhan hak-hak konsumen.

**Kata kunci:** perlindungan konsumen, wanprestasi, promotor konser, perubahan tempat konser.

## ABSTRACT

### **CONSUMER PROTECTION AGAINST UNILATERAL CHANGES OF CONCERT VENUES**

*(A Case Study of the Forever Young DAY6 Concert in Jakarta 2025)*

**By:**

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*The growth of the global entertainment industry, particularly the Korean Wave (Hallyu) phenomenon, has driven an increase in international music concerts held in Indonesia, including the DAY6 WORLD TOUR [FOREVER YOUNG] in Jakarta 2025, organized by promoter Mecimapro. The concert, originally scheduled at Jakarta International Stadium (JIS) with a capacity of approximately 82,000 spectators, was unilaterally relocated to Stadion Madya Gelora Bung Karno, which holds only around 9,000 spectators, with no refund option offered to consumers. This study examines the promoter's liability toward consumers and the available consumer protection measures in response to the unilateral venue change at the Forever Young DAY6 in Jakarta 2025 event.*

*This study employs a normative juridical method with statutory, conceptual, and case-based approaches. The legal materials used include primary legal materials in the form of the Civil Code and Law Number 8 of 1999 on Consumer Protection (UUPK), standard ticket clauses, and other legal materials in the form of digital documentation related to the case. Data were collected through library research, while analysis was conducted using a descriptive qualitative approach.*

*The results and discussion indicate that the promoter, as a business actor, bears responsibility for the unilateral venue change on the grounds of breach of contract, as the relocation constitutes a substantial alteration of the agreed performance. Such responsibility takes the form of compensation or refunds to consumers, given that the change was not in accordance with what was promised at the time of ticket sale, and that standard clauses restricting refunds solely to concert cancellations are null and void by operation of law. Consumer protection efforts may be pursued preventively — encompassing obligations of information transparency and restrictions on standard clauses — as well as repressively, through available non-litigation mechanisms, litigation, and class action suits, along with the role of the state and the enforcement of UUPK provisions to ensure the fulfillment of consumer rights.*

**Keywords:** *consumer protection, breach of contract, concert promoter, venue change, consumer, dispute.*