

# Promoter Liability and Consumer Protection in Concert Cancellations: A Legal Analysis of the Dua Lipa Case

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## ABSTRACT

The cancellation of music concerts raises important questions about the legal responsibility of promoters toward audiences as consumers. This study examines how promoters fulfill their obligations when a concert is canceled and how audiences experience additional losses beyond the ticket price, such as transportation and accommodation costs. Using a normative juridical method supported by empirical data from interviews with three affected audiences, this study analyzes the cancellation of Dua Lipa's concert in Indonesia to assess the alignment between legal norms and actual practice. The findings indicate that audiences continue to incur uncompensated losses, despite receiving refunds, as existing regulations do not cover indirect damages. The novelty of this research lies in its focus on unilateral cancellations caused by the promoter's failure to meet technical standards, rather than force majeure or ticketing fraud—an area that has been rarely addressed in prior studies. This research contributes to the development of Indonesian entertainment law by highlighting the need for a specific regulatory framework under the Ministry of Tourism and Creative Economy to govern technical standards, refund mechanisms, and promoter liability, thereby strengthening legal certainty and consumer protection.

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## 1. INTRODUCTION

A concert is a musical performance held by singers in front of a large audience. Amidst a declining economy, concerts can be one way to boost a country's economy [1]. This can be seen from the benefits of concerts, which provide advantages in many areas, especially in creating jobs, particularly in the creative economy and tourism sectors. Some of the impacts of concerts on economic growth include: many small and medium enterprises (SMEs) selling food, beverages, and other goods near the concert venue; many concertgoers booking hotels near the concert venue; and an increase in the use of public transportation such as buses, trains, online motorcycle taxis, and others. Not only that, but international

concerts will also help Indonesia gain a good reputation in the eyes of the international community for hosting high-quality events [2].

Because concerts can benefit many people, organizing a concert requires careful preparation to avoid harming multiple parties. To host a successful international concert, promoters and artists in Indonesia must pay attention to several key aspects. The first is adequate infrastructure, such as a venue that meets international standards, supporting facilities for the performance, and easy access to the location. Second, good security protocols, including health protocols to protect artists and audiences. Third, establish clear licensing regulations from the government, including venue permits, crowd permits, and other operational permits. Fourth, concert visas are required for international musicians who wish to perform in Indonesia [3].

The success of a concert is the direct responsibility of the concert promoter. The concert promoter is the person responsible for organizing the music event, from planning and negotiating with artists and management to coordinating the venue, promoting the event, and executing it on the day it takes place. They also manage the event's finances, including sponsorship and ticket sales. Therefore, concert promoters play a crucial role in protecting artists and singers who wish to perform at an event. If something does not comply with the applicable standards, then it is the responsibility of the concert promoter. Such was the case with the stage that did not meet the standards agreed upon between the concert promoter, Third Eye Management, and PT Mitra Muda Jaya (TEM Presents & PK Entertainment) when hosting the Dua Lipa concert. As a result, Dua Lipa was forced to cancel her concert in Indonesia because it did not meet the safety standards agreed upon in their agreement [4].

In November 2024, Dua Lipa announced that she would hold a concert in Indonesia. The concert, titled the Radical Optimism Tour 2024, was planned to be held at the Indonesia Arena in Senayan, Jakarta. Based on this news, her fans were excited to see their favorite artist perform. However, just one day before the concert was scheduled to take place, Dua Lipa announced the cancellation to her fans. The main reason for the cancellation was that the stage structure did not comply with the agreement between Dua Lipa and TEM Presents & PK Entertainment [4]. TEM Presents is an independent live entertainment company that promotes and manages a variety of events. PK Entertainment is a service industry company specializing in concert promotion and management. PK Entertainment itself is a limited liability company (PT). A PT is a legal entity established based on an agreement, which has a capital partnership and is subject to the Limited Liability Company Law [5].

With this research, the author will further analyze the responsibilities that concert promoters should fulfill in handling unilateral concert cancellations. The author will also analyze the forms of consumer protection that are acceptable to concertgoers. The purpose of compensation or damages is to provide compensation in an amount that has been agreed upon in the contract [10]. The existence of such compensation can raise awareness of the importance of consumer rights. Consumer protection is not intended to weaken business actors, but to encourage healthy commercial competition. In today's world, many consumers are harmed by business actors who are not held accountable for their actions. Consumer legal protection is necessary to ensure that consumers have certainty, security, and confidence in conducting sales and purchases.

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A good scientific work certainly cannot be separated from previous research. The creation of this scientific work is to develop knowledge, especially in the world of law. Furthermore, the purpose of reviewing previous research results is to distinguish between old and new research. This research is entitled “The Responsibility of Promoters in Concert Cancellations: (A Consumer Protection Perspective in the Case of Dua Lipa’s Concert)”. This research will focus on the obligations that promoters must fulfill as business actors and the rights that consumers should obtain as audience actors.

The first previous study, entitled “Consumer Protection Against Music Concert Cancellations Due to the Covid-19 Pandemic,” by Syahrul Qiram, discusses the obligations of event organizers when a music concert is cancelled and the rights of audiences to receive compensation. Using a normative juridical method with a statutory approach, referring to the Consumer Protection Law (Law No. 8 of 1999), the Civil Code provisions on contracts, breach, and force majeure, as well as pandemic-related regulations, the study analyzes a cancellation case involving Rajawali Indonesia, which was considered in default for failing to fulfill its contractual obligations. The study highlights several findings, including that a pandemic may be categorized as force majeure but promoters must still act in good faith to protect consumers; consumers who have purchased tickets are entitled to compensation under the Consumer Protection Law; promoters who do not meet their obligations may be deemed to have breached the contract or committed an unlawful act; and consumers may seek their rights through both litigation and non-litigation measures [11].

The second study, “Legal Analysis of Consumer Protection Against Barcode Malfunction on Coldplay Concert Tickets,” written by Via Rizki Ananda, discusses the responsibilities of event organizers regarding ticketing failures, specifically barcode malfunctions. Employing a normative juridical design and a legislative approach, the study draws on the provisions of the Consumer Protection Law and the Civil Code regarding contracts and breaches as its primary legal basis. The findings show that ticketing failures resulting in losses to consumers may trigger the application of criminal provisions, such as fraud and embezzlement, as well as violations of the ITE Law. The study also emphasizes consumers’ rights to safety, accurate information, comfort, and adequate compensation. Importantly, it stresses that business actors must fulfill sales agreements, regardless of whether transactions occur online, and highlights the lack of public awareness regarding consumer rights and the need for stricter law enforcement [12].

The third study, “Legal Protection Against Concert Ticket Fraud as Reviewed by the Consumer Protection Law,” conducted by Shakira Idelia and collaborators, examines the case of concert ticket fraud involving a proxy account selling NCT Dream tickets in March 2023. Using a normative juridical methodology supported by statute, case, and conceptual approaches, the study evaluates the fraudulent acts committed against 19 victims who suffered losses totaling IDR 94 million. The findings confirm that the perpetrator violated provisions on fraud, embezzlement, and electronic information manipulation under the Criminal Code and the ITE Law. The authors highlight the inadequacy of consumer protection in online transactions, the persistent low awareness among consumers of their rights, and the obligation of business actors to fulfill agreements, even in digital contexts. The case further illustrates how ticket fraud harms not only individuals but also undermines

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public trust in online transactions and weakens the broader digital business environment. [13].

This study aims to analyze the legal responsibility of concert promoters in cases of unilateral concert cancellations, using the cancellation of Dua Lipa's Radical Optimism Tour in Indonesia as a case study. The research further seeks to identify the forms of consumer loss, both material and immaterial, and evaluate whether the compensation mechanisms provided by promoters are consistent with the Consumer Protection Law and contractual principles. The findings are expected to provide practical benefits for consumers by offering clear legal guidance on the steps that can be taken when a concert is canceled, while also helping promoters understand the limits of their legal obligations to avoid violating consumer protection rules. Theoretically, this study contributes to the development of academic discourse on consumer protection in Indonesia's entertainment sector, an area that remains underexplored. The novelty of this research lies in its combined normative and empirical approach, supported by interviews with three affected consumers, and its focus on promoter liability in cancellations caused not by force majeure but by the promoter's own failure to meet technical standards, an issue not previously addressed in studies.

Based on the explanation and background above, the research questions for this study are: 1) How responsible are promoters in handling concept cancellations based on Indonesian law, and 2) what form of consumer protection is available in the case of the cancellation of the Dua Lipa concept by the promoter.

## 2. METHOD

The research methods used are normative and empirical legal research methods. Normative legal research is a research method that refers to the norms and legal principles contained in legislation. The empirical legal research method is a research approach that involves observing the direct application of law in society. The approaches used in this study are the statute approach and the case approach. The statute approach focuses on legislation and regulations related to the legal issues currently being studied. The case approach is a way of examining legal issues by referring to concrete cases relevant to the issue being studied [14].

The primary legal materials used in this study are laws and regulations related to the cases being examined, including the Civil Code, the 1945 Constitution, and the 1999 Consumer Protection Law. The secondary legal materials used in this study include scientific journal articles, books, and previous research results. The tertiary legal sources needed for this study include the Big Indonesian Dictionary (KBBI). In this scientific article, the data collection method employed is a literature study, which gathers data from various sources, including books, scientific articles, dictionaries, and internet resources. The author also utilized data sources from direct community interviews. In this scientific article, the analysis technique used is descriptive writing. Descriptive writing is the process of explaining in detail and systematically the solution to a problem.

In this study, three interviewees were selected through online interviews using a purposive sampling technique, targeting individuals who were directly affected by the concert cancellation. All interviews were conducted using a semi-structured interview

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protocol to ensure consistency across respondents while still allowing for elaboration. Ethical standards were upheld by obtaining informed consent, ensuring voluntary participation, and guaranteeing anonymity and protection of personal data.

The empirical data obtained from the interviews were analyzed using thematic analysis, which involved identifying recurring patterns, grouping them into categories, and comparing these categories with the normative framework (triangulation). Meanwhile, the legal materials were systematically analyzed through legal reasoning and legal interpretation, allowing the author to evaluate promoter liability based on established legal principles and statutory norms.

### **3. RESULTS AND DISCUSSION (12 PT)**

#### **3.1. The Promoter's Responsibility in Handling Concert Cancellations Based on Indonesian Law.**

Concert promoters are business entities that sell services to artists and concert audiences. In carrying out their business, concert promoters have a responsibility to organize concerts as best as possible. Concert promoters are not only responsible to artists, but also to concert audiences, event vendors, venues, promotions, licensing, and execution on the day of the event. The position of the promoter in carrying out these responsibilities can vary. The position of the promoter with the artist is the first or second party in the agreement. In this position, the promoter acts as the party selling services to the artist to organize concerts, manage venues and vendors, and provide fees to artists. The position of the promoter with the audience is the first party. The promoter sells concert tickets directly to the audience. In this position, the promoter is the seller and the audience is the buyer. The promoter's position with vendors is that of a third party, which means that the promoter acts as an intermediary between the artist and the vendor/venue in obtaining concert permits and hiring concert vendors [15].

Concert promoters are business entities. As such, they have obligations that must be fulfilled. This is in accordance with Article 7 of the UUPK, which states: "*The obligations of business entities are:*

- a. *To act in good faith in conducting their business activities;*
  - b. *To provide accurate, clear, and honest information regarding the condition and warranty of goods and/or services, as well as explanations regarding their use, repair, and maintenance;*
  - c. *To treat or serve consumers fairly and honestly, without discrimination;*
  - d. *Guarantee the quality of goods and/or services produced and/or traded based on applicable quality standards for goods and/or services;*
  - e. *Provide consumers with the opportunity to test and/or try certain goods and/or services and provide guarantees and/or warranties for goods manufactured and/or traded;*
  - f. *Provide compensation, damages, and/or reimbursement for losses resulting from the use, consumption, and utilization of goods and/or services traded;*
  - g. *Provide compensation, damages, and/or reimbursement if the goods and/or services received or utilized are not in accordance with the agreement."*
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In the event of a concert cancellation, two forms of liability can be imposed on the concert promoter. The first option is to continue/cancel the agreement, and the second is to provide compensation for damages [16]. In this case, the concert promoter, PK Entertainment, chose to compensate the audience members who were unable to attend the concert. This compensation is a form of penalty imposed on the promoter for failing to fulfill its agreement with the audience [17].

In the case of the Dua Lipa concert, the stage structure did not comply with the agreement, leading to the cancellation of the event. A proper stage structure is the responsibility of the stage vendor. PK Entertainment, as the concert promoter, used Mata Elang Productions as the stage vendor for the Dua Lipa concert [18]. Mata Elang itself stated that they had implemented a stage structure in accordance with PK Entertainment's instructions. However, during an on-site inspection by Dua Lipa's team, they felt that the stage structure did not meet safety standards. PK Entertainment caused a miscommunication between Dua Lipa and Mata Elang Productions. As a result, the stage standards did not meet Dua Lipa's requirements [19]. Therefore, PK Entertainment, as a third party, is responsible for the stage errors.

Therefore, as a concert promoter, the concert promoter remains absolutely responsible. This is in accordance with the principle of consumer protection. There are three principles of consumer protection: the principle of liability based on negligence, the principle of liability based on breach of warranty, and the principle of strict liability. In the case of this concert cancellation, concertgoers had little to no control over protecting themselves from the risk of cancellation. On the other hand, the concert promoter cannot blame the matter on the vendor's fault, as the legal relationship (sales agreement) was between the vendor and the concertgoers, not between the vendor and the audience [20].

From a civil law perspective, the cancellation of this agreement is considered valid in the eyes of the law because it is in violation of the agreement. The terms of the agreement are regulated in Article 1320 of the Civil Code,

*"In order for a valid agreement to be made, four conditions must be met:*

- 1. the agreement of those who bind themselves;*
- 2. the capacity to commit;*
- 3. a specific subject matter;*
- 4. a cause that is not prohibited."*

One of the subjective conditions is an agreement between both parties [6]. Lipa feels that TEM Presents & PK Entertainment did not fulfill the agreement as agreed upon. Therefore, the agreement can be canceled and considered null and void [7].

Since the agreement to hold the concert never existed, TEM Presents & PK Entertainment remain liable to the audience members who paid money to attend their concert. Based on Article 4 of the Consumer Protection Law, one of the rights of consumers is *"the right to receive compensation, damages, and/or replacement if the goods and/or services received are not in accordance with the agreement or as they should be"* [8]. Furthermore, in accordance with Article 7 of the 1999 Consumer Protection Law, the promoter must *"provide compensation, damages, and/or replacement for losses resulting from the use, consumption, and utilization of goods and/or services that are traded."*

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However, if the promoter does not act in good faith, concertgoers can file a lawsuit against the promoter for failing to provide the rights to which the audience is entitled [9].

### **3.2. Forms of Consumer Protection in the Case of the Cancellation of Dua Lipa's Concert by the Promoter**

As consumers affected by the cancellation of the concert, the audience still has the right to protection due to the failure of this concert. Two forms of consumer protection can be provided by the promoter, namely preventive protection and repressive protection. Preventive protection aims to prevent disputes, while repressive protection aims to resolve disputes [21]. Some forms of protective measures that promoters can implement to prevent concert cancellations include providing transparency of the schedule to concertgoers, establishing an automatic refund system, and clearly communicating at the outset when the concert will take place.

In addition, concert promoters can implement various forms of repressive protection, such as compensating concertgoers for the cost of the concert, refunding them, and/or resolving disputes through the Consumer Dispute Settlement Agency (BPSK) or the courts. If the concert organizer is unwilling to compensate concertgoers, they can sue the concert organizer at an institution tasked with resolving disputes between consumers and business actors or bring the matter to a general court. This is clearly regulated in Article 45 of the Consumer Protection Law, namely:

- (1) *Every consumer who has suffered losses can sue the business operator through an institution tasked with resolving disputes between consumers and business operators or through the courts within the general court system.*
- (2) *Consumer dispute resolution can be pursued through the courts or out of court, based on the voluntary choice of the disputing parties.*
- (3) *Out-of-court dispute resolution, as referred to in paragraph (2), does not eliminate criminal liability as regulated in the law.*
- (4) *If out-of-court consumer dispute resolution has been chosen, a lawsuit through the courts can only be pursued if the effort is declared unsuccessful by one of the parties or by the disputing parties.*

Furthermore, Article 47 of the Consumer Protection Law states that, "Out-of-court settlement of consumer disputes is conducted to reach an agreement on the form and amount of compensation and/or on specific actions to ensure that the losses suffered by consumers will not occur again or recur." Therefore, from these two articles, it can be concluded that consumer protection in the service sector relates to consumer rights that are not fulfilled by concert promoters. Therefore, concertgoers have the right to sue concert promoters for compensation [22]. Therefore, as a business actor, concert promoters must comply with these regulations.

In the case of the cancellation of Dua Lipa's concert in Indonesia, the promoter must provide compensation and damages if the concert is not held in Indonesia. Reflecting on the Dua Lipa case, the concert promoter has refunded the concert ticket money, along with the tax. However, there is a deduction in this refund, namely a convenience fee. A convenience fee is a platform usage fee charged to consumers when using the Locket platform. Locket is

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the platform that provides ticket sales services for Dua Lipa concerts. Locket deducted Rp. 11,000.00 from Rp. 3,550,000.00 [19]. When calculated, this deduction amounts to only 0.31% of the concert ticket price. This deduction is, of course, considered unfair by some audience members. Even though the promoter did not make this deduction, the audience still felt disappointed because their rights were not fulfilled. On the other hand, the audience not only suffered financial losses but also incurred other costs, such as transportation and hotel expenses.

The problems surrounding concerts in Indonesia necessitate the establishment of specific regulations regarding refund mechanisms, compensation, public communication, and other related matters. Until now, concert cancellations in Indonesia have relied solely on the Civil Code and the Consumer Protection Law (UUPK), which are still very general and do not specifically address the entertainment industry. As a result, consumer rights are often unclear regarding partial refunds, convenience fees, or concert replacement schedules [23].

The authority responsible for establishing regulations related to international concerts is the Ministry of Tourism and Creative Economy (Kemenparekraf). Given the prevalence of concert cancellations and the absence of specific regulations, it is hoped that Kemenparekraf will establish specific rules regarding the responsibilities of promoters and consumer protection in the entertainment industry. These regulations include refunds without deductions, transparency in cancellation information, and administrative oversight of promoters who fail to fulfill their legal obligations. Thus, legal certainty for consumers in the entertainment sector is more guaranteed [24].

#### **4. CONCLUSION**

This study reveals that the cancellation of Dua Lipa's concert in Indonesia has not yet ensured adequate consumer protection, particularly regarding the fulfillment of the promoter's legal obligations. Although ticket refunds were issued, many attendees still incurred additional losses, including transportation costs, accommodation expenses, and lost time. The absence of specific regulations governing concert organization, refund procedures, and compensation mechanisms results in suboptimal protection of consumer rights, leaving much of the responsibility dependent on each promoter's internal policy.

These findings have significant implications for the development of legal frameworks within the entertainment industry, particularly in relation to consumer protection at international music concerts. The study highlights the need for clearer and more comprehensive government policies regarding concert organization, technical standards, refund mechanisms, and forms of compensation. Moreover, this research offers practical benefits to the public by guiding consumers on the legal steps to take when a concert is canceled, as well as clarifying the legal obligations of promoters under civil law and the Consumer Protection Act.

This research is limited to the cancellation of Dua Lipa's concert and focuses solely on losses beyond the ticket price, adopting a civil law perspective while overlooking criminal aspects. Future research is expected to explore cancellations of local concerts in Indonesia or expand the analysis to other forms of liability. The results of this study are expected to

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assist the government, particularly the Ministry of Tourism and Creative Economy, in developing new regulations governing music concert events, while also enhancing public understanding of refund rights and promoter obligations within the entertainment industry.

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