

Advertising Regulations in Consumer Protection Law (Comparison of Consumer Protection Law in Indonesia and Thailand)

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Abstract

Advertising not only increases the level of sales of a product, but also serves as an informative tool for consumers. The magnitude of the influence exerted means that a legal regulation is needed for advertising in order to create a conducive system between business actors and consumers. This research uses a normative juridical method by comparing Indonesian consumer protection legal regulations with the Consumer Protection Act, B.E. 2522 Thailand. There are differences in advertising regulations in Indonesia based on UUPK and CPA, namely regarding the form of advertising prohibition by perpetrators and the sanctions given. The UUPK strictly regulates the prohibition of advertising an item using excessive and incorrect words. This is different from article 22 of the CPA which still provides room for business actors to creatively create advertisements that can attract consumers. Regarding the sanctions given, non-compliance by business actors with UUPK will result in a ban on trade by business actors. In contrast to the CPA, where if a business actor does not fulfill the provisions as stipulated regarding advertising, the CPA does not prohibit the business actor from stopping the trading activities or promotional efforts that are currently being carried out. However, CPA provides relief for business actors by requiring business actors to correct the use of these advertisements.

Abstrak

Iklan tidak hanya meningkatkan tingkat penjualan suatu produk, namun juga sebagai sarana informatif bagi konsumen. Besarnya pengaruh yang diberikan, maka terhadap iklan diperlukan suatu aturan hukum guna terciptanya suatu sistem yang kondusif antara pelaku usaha dengan konsumen. Penelitian ini menggunakan metode yuridis normatis dengan membandingkan aturan hukum perlindungan konsumen Indonesia dengan Consumer Protection Act, B.E. 2522 Thailand. Pengaturan iklan di Indonesia berdasarkan UUPK dengan CPA terdapat perbedaan yaitu terkait bentuk larangan iklan oleh pelaku dan sanksi yang diberikan. UUPK mengatur tegas larangan mengiklankan suatu barang dengan menggunakan kata-kata yang berlebihan dan tidak benar. Berbeda dengan pasal 22 CPA yang masih memberikan ruang gerak bagi pelaku usaha untuk secara kreatif membuat iklan yang mampu menarik konsumen. Terkait sanksi yang diberikan, ketidakpatuhan pelaku usaha terhadap UUPK akan mengakibatkan larangan perdagangan dari pelaku usaha. Berbeda dengan CPA yang apabila pelaku usaha tidak memenuhi ketentuan sebagaimana diatur terkait iklan, CPA tidak melarang pelaku usaha untuk menghentikan kegiatan perdagangan atau usaha promosi yang sedang dijalankan. Namun CPA memberikan keringanan bagi pelaku usaha dengan mengharuskan pelaku usaha untuk membetulkan penggunaan iklan tersebut.

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1. INTRODUCTION

Technological advances in the era of globalization have triggered various developments in social relations in the world, especially in the field of trade. The high level of trading activity forces entrepreneurs to innovate their products so that they can follow strict competency lines in marketing activities in the market. It is not only enough to advance a product with a new innovation, entrepreneurs, in this case business actors, must be able to introduce their products to consumers

because advertising has quite a big influence on achieving the target of expanding sales of their products. Therefore, of course business actors will continue to market their products even though it is also necessary to provide quite large funds to support the marketing of these products.

In the field of trade, both business and business, advertising is a very determining factor in the marketing success of a product to be marketed. With advertising through promoter media, the public can easily get to know the products offered by business actors, which then through this promotion can also increase public interest in consuming the goods and/or services that are being traded. Regarding the legal relationship between consumers and business actors, it is necessary to implement consumer protection law in order to achieve a conducive system between business actors and consumers where the fulfillment of rights and obligations between consumers and business actors can be implemented properly which is controlled through consumer protection law in order to achieve the point the balance. Therefore, Law Number 8 of 1999 concerning Consumer Protection (hereinafter referred to as UUPK) not only regulates the rights of consumers but also the obligations that must be carried out by business actors.

In the General Provisions of the UUPK, Article 1 Paragraph (6) explains that: "Promotion is the activity of introducing or disseminating information about goods and/or services to attract consumers' buying interest in goods and/or services that will be and are being traded." Promotion here or what can also be called advertising, not only increases the level of sales of a product from business actors, but advertising is also an informative tool for consumers which can increase consumer awareness of the products offered. Promotion through advertising means that the products offered by business actors can be recognized and sought after by consumers, which leads to increased product sales. However, it is not uncommon for many business actors to provide advertising/promotional content that attracts attention, which is done in an excessive manner and even contains information that is unclear, ambiguous, or even inconsistent with the original condition of the product being offered. Business actors offer their products using subjective opinions by stating excessive promotions, apart from that, there are also business actors who promote their products by using imitation materials or by deceiving their consumers.

In Article 9 Paragraph (1) UUPK it is regulated that: "business actors are prohibited from advertising goods and/or services incorrectly and/or as if using excessive words, such as safe, not dangerous, does not contain risks or side effects certain, without complete information." In this case, business actors are clearly prohibited from promoting their products by using information that is not in accordance with the original conditions or with incomplete information. However, there are still many business actors who advertise without considering the legal basis for consumer protection. One of these cases occurred in an advertisement for a four-wheeled vehicle with the 'Nissan March' brand, where as a result of the advertisement being declared misleading by consumers, it was brought to the Consumer Dispute Resolution Agency (BPSK). Consumers in this case feel that their right to information has not been implemented properly, and business actors have been declared to have violated the provisions of UUPK Article 9 Paragraph (1) letter k and Article 10 letter C by the court.

Regulation of advertising in positive law in Indonesia is mandated in the UUPK which regulates the use of promotional means for goods and/or services which consists of 7 articles, namely Article 8, Article 9, Article 10, Article 12, Article 13, Article 17 and Article 20. Even though there are regulations in the UUPK, to improve regulations that are clearer and can provide legal justice for consumers, of course a regulation is needed that specifically regulates advertising. This is because even though product promotions are generally regulated in the UUPK, in reality there are still many violations committed by business actors in terms of promoting their goods and/or services to consumers so that consumers are seriously harmed. These violations that arise put consumers in a weak position due to the difficulty of proving and the consumers not being involved in the process of making a product which results in consumers having difficulty in demanding what should be the consumer's rights.

This is because advertising has a big influence on consumers' purchasing power so that misuse of advertising will cause losses, both material and immaterial, for consumers. Good advertising must provide correct information and be in accordance with the original conditions, which in this case is the consumer's right to the information received so that the promotion of goods and/or services must be legally observed by business actors. Based on this, the author is interested in analyzing advertising regulations in the consumer protection law regulated in Indonesia and comparing these regulations with the consumer protection law enforced in Thailand. To make reading easier, the author tries to formulate it in questions as follows

2. FORMULATION OF THE PROBLEM

Based on the background described previously, two problem formulations were raised, namely:

1. How are consumer protection regulations for advertising regulated in Law Number 8 of 1999 concerning Consumer Protection?
2. How do the regulations related to consumer protection compare between Law Number 8 of 1999 concerning Consumer Protection in Indonesia and the Consumer Protection Act, B.E. 2522 In Thailand

3. RESEARCH METHOD

This research uses a normative juridical method. Normative juridical research is research carried out by examining a legal problem regarding both written and unwritten principles. In this case, the author uses a comparative method by comparing the concept of consumer legal protection for advertising products offered by business actors in the consumer protection law enforced in Indonesia and the consumer protection law enforced in Thailand.

This research will prioritize research using library research to analyze problems with primary legal materials in the form of laws and official documents containing legal provisions, and secondary legal materials as supporting data, the main ones which can provide explanations of primary legal materials, namely books and journal articles and tertiary legal materials which are supporting legal materials such as legal dictionaries, and materials outside the legal field that can support the completion of this research. The legal materials used to support this research are: b Primary Legal Materials: 1. Law Number 8 of 1999 concerning Consumer Protection (UUPK) and 2. Consumer Protection Act, B.E. 2522 (CPA). Secondary Legal Materials: Books, Law Journals, and non-Legal Journals, as well as Tertiary Legal Materials, namely the Law Dictionary and the Big Indonesian Dictionary to support this research

4. RESEARCH RESULTS AND DISCUSSION (12 Pt)

4.1. Consumer Protection Against Advertisements in Law Number 8 of 1999 concerning Consumer Protection

Advertising is a form of communication for business actors about goods and/or services to consumers. If seen from the Big Indonesian Dictionary (KBBI), it defines advertising as: "Ordered news to encourage, persuade the general public to be interested in the goods and services offered, or can be interpreted as notification to the public regarding the goods or services being sold, posted in mass media (such as newspapers and magazines) or in public places. "The purpose of advertising according to K. Bertens is to provide information about goods, services or ideas in order to convince consumers by providing the truth of what is promised in the advertisement so that consumers in this case have the feeling of wanting to own the goods or services being promoted. As an intermediary media that provides information, advertising is an important factor in supporting business actors to improve their business. With advertising, business actors can disseminate information about the products they offer both to consumers who need them and consumers who don't actually need the product, but advertising can increase consumer interest so that consumers buy the product or service.

Consumer protection in Indonesia is regulated in the UUPK which adheres to a number of principles that underlie the formation of these regulations. The provisions in Article 2 UUPK state that: "Consumer protection is based on benefits, justice, balance, consumer security and safety, as well as legal certainty." Furthermore, in the explanation of the UUPK, the explanation of these principles is explained in more depth, namely:

1. The benefit principle is intended to mandate that all efforts in implementing consumer protection must provide the maximum benefit for the interests of consumers and business actors as a whole.
2. The principle of justice is intended so that the participation of all people can be realized optimally and provide opportunities for consumers and business actors to obtain their rights and carry out their obligations fairly.
3. The principle of balance is intended to provide a balance between the interests of consumers, business actors and the government in a material or spiritual sense.
4. The principle of consumer security and safety is intended to provide guarantees for security and safety to consumers in the use, use and utilization of goods and/or services consumed or utilized.
5. The principle of legal certainty is intended so that both business actors and consumers obey the law and obtain justice in implementing consumer protection, and the state guarantees legal certainty.

The application of these principles in the relationships that occur between business actors and consumers aims to guarantee legal certainty in the implementation of consumer protection, especially in matter Promotion/advertising procedures are regulated so that both business actors and consumers receive legal certainty regarding their implementation. As a distributor of information, of course the implementation of promotions by business actors must be based on these five principles so that legal certainty of advertising can be guaranteed to consumers. However, of course advertising as a means of achieving information in its implementation also requires supervision that ensures the quality of the advertising offered, so that the products and/or services do not contain elements of bad faith. Even though there are no regulations that specifically regulate advertising, the UUPK contains a number of articles that regulate advertising.

Article 1 point 6 UUPK, provides a definition of advertising as: "promotion is the activity of introducing or disseminating information about goods and/or services to attract consumer interest in purchasing goods and/or services that will be and are being traded." Settings regarding advertising are regulated individually special in Chapter IV "Acts Prohibited for Business Actors" namely in Article 8, Article 9, Article 10, Article 12, Article 13, and Article 17. Article 8 paragraph (1) letter f regulates that: "Business actors are prohibited from producing and/ or trade goods and/or services that: ...f. does not comply with the promise stated in the label, information label, advertisement or sales promotion of the goods and/or services...". Then the advertising regulations carried out by business actors are specifically regulated in Article 9 Paragraph (1), namely: "Business actors are prohibited from offering, promoting, advertising goods and/or services incorrectly, and/or as if:

- a. The goods have met and/or have discounts, special prices, certain quality standards, certain styles or modes, certain characteristics, certain history or use;
- b. The goods are in good condition and/or new;
- c. The goods and/or services have obtained and/or have sponsorship, approval, certain equipment, certain benefits, work characteristics or certain accessories;
- d. The goods and/or services are made by companies that have sponsorship, approval or affiliation;
- e. The goods and/or services are available;

- f. The goods do not contain hidden defects;
- g. These goods are completeness of certain goods;
- h. The goods come from a certain area;
- i. Directly or indirectly denigrate other goods and/or services;
- j. Using excessive words, such as safe, harmless, does not contain risks or side effects without complete information;
- k. Offering something that contains uncertain promises.”

What is continued in paragraph (2) is that "Goods and/or services as referred to above are prohibited from being traded." ; paragraph (3) "Business actors who violate Article 9 Paragraph (1) are prohibited from continuing to offer promotions and advertise goods and/or services." . In addition, there is a prohibition on business actors offering their merchandise or making false or misleading statements regarding:

- a. Price or tariff of a good and/or service;
- b. The usefulness of a good and/or service;
- c. Conditions, guarantees, guarantees, rights or compensation for goods and/or services;
- d. Discounts or attractive prizes offered;
- e. Language of using goods and/or services.

Article 12 UUPK regulates the prohibition of business actors from carrying out promotions with special prices or rates in certain amounts and certain times if the business actor does not intend to carry them out in accordance with the promotion. Article 13 UUPK prohibits business actors from doing so promotion in the form of a promise to give a gift for free with the intention of not giving it as promised. In particular, actions that are prohibited for advertising business actors are regulated in article 17 paragraph (1), where advertising business actors are prohibited from producing advertisements that:

- a. Deceiving consumers regarding the quality, quantity, materials, use and price of goods and/or service rates as well as the timeliness of receipt of goods and/or services;
- b. Defrauding guarantees/guarantees for goods and/or services;
- c. Contains false, incorrect or inaccurate information regarding goods and/or services;
- d. Does not contain information regarding the risks of using goods and/or services;
- e. Exploiting events and/or people without the permission of the authorities or the consent of the person concerned;
- f. Violates ethics and/or statutory provisions regarding advertising.

In Chapter VI UUPK concerning "Responsibilities of Business Actors" Article 20 stipulates that: "Advertising business actors are responsible for the advertisements produced and all the consequences caused by these advertisements." As for the criminal provisions for business actors who have violated the provisions relating to advertising as mentioned above, they can be subject to sanctions in the form of imprisonment or criminal penalties as regulated in Article 62 Paragraph (1) and Paragraph (2) of the UUPK which stipulates that:

"(1) Business actors who violate the provisions as intended in Article 8, Article 9, Article 10, Article 13 paragraph (2), Article 15, Article 17 paragraph (1) letters a, letter b, letter c, letter e, paragraph (2), and Article 18 is punishable by a maximum imprisonment of 5 (five) years or a maximum fine of Rp. 2,000,000,000.00 (two billion rupiah)."

"(2) Business actors who violate the provisions as intended in Article 11, Article 12, Article 13 paragraph (1), Article 14, Article 16 and Article 17 paragraph (1) letters d and letter f shall be punished with a maximum imprisonment of 2 (two) years or a maximum fine of Rp. 500,000,000.00 (five hundred million rupiah).”

4.2. Comparison of Consumer Protection Regulations for Advertising Between Law Number 8 of 1999 concerning Consumer Protection in Indonesia and the Consumer Protection Act, B.E. 2522 In Thailand

The legal provisions for consumer protection that apply in Indonesia are the UUPK which came into force on April 20 2000. The purpose of enacting the UUPK itself is to protection on the rights and obligations of consumers and to increase the resources available to users of goods and services in Indonesia. The UUPK contains detailed provisions that regulate, among other things: the rights and obligations of consumers and business actors; acts that are prohibited for business actors; provisions for the inclusion of standard clauses; responsibility of business actors; guidance and supervision; national consumer protection agency; non-governmental consumer protection institutions; dispute resolution; consumer dispute resolution body; investigation; and sanctions for violations. Meanwhile, the CPA, which has 62 articles, overall provides protection to consumers by regulating the following provisions: consumer rights and responsibilities; product safety and liability; consumer protection for advertising, labels and contracts as well as other types of consumer protection; appeal; and penalties. So basically, the CPA provides consumer protection for three things, namely, consumer protection for advertising, consumer protection for labeling, and consumer protection for contracts.

Consumer protection according to the UUPK in Article 1 number 1 states that: "consumer protection is all efforts that guarantee legal certainty to provide protection to consumers". This means that consumer protection is a binding regulation created by the government with the aim of ensuring a form of protection for consumers for disputes arising as a result of the actions of business actors. Furthermore, in the explanation of UUPK Article 1 point 2, it is stated that: "the definition of consumer in UUPK is the final consumer. Final consumers are the final users or users of a product, while intermediate consumers are consumers who use a product as part of the production process of another product."

The definition of consumer in the UUPK is "a consumer is every person who uses goods and/or services available in society, whether for the benefit of themselves, their family, other people nor other living creatures and not for trade. Meanwhile, the definition of consumer in CPA is "consumer means a person who buys or obtains services from a business man or a person who has been offered or invited by a businessman to purchase goods or obtain services and includes a person who only uses good or a person who duly obtains services from a businessman even he/she is not a person who pays the remuneration". It can be seen from these two meanings that consumers as defined in the UUPK have a broader context when compared to the definition of consumers in the CPA. In the UUPK, the term consumer is any "user" in which case the term "user" can be used in cases where the goods and/or services are used rather than purchased, rented or other legal acts. Thus, consumers in UUPK in this case can be interpreted as people who use goods and/or services, where the acquisition of these goods and/or services is not explained whether the acquisition is the result of purchasing, renting, or other legal acts. In contrast to consumers in the CPA which explicitly states that consumers are defined as someone who "buys" or "obtains services", so this definition clearly defines what legal acts define consumers in concrete terms.

In general, consumers know that advertising is a source of information about products. However, it should be noted that consumers also do not know how the advertisement was created, whether the advertisement provides real facts or whether the truth of the advertisement comes from something that is not real. Therefore, it is natural that the burden of proof for a product is carried by business actors for the use of advertising which causes harm to consumers. In his book entitled *Consumer Protection and Legal Instruments*, Yusuf argues that: "Business actors are prohibited from promoting goods and/or products or services through advertisements that are delivered in a way that "states falsely, is misleading or disproportionate, and using excessive subjective opinions without being supported by facts."

Regulation of advertising in positive law in Indonesia is mandated in the UUPK which regulates the use of promotional means for goods and/or services which consists of 8 articles,

namely Article 8, Article 9, Article 10, Article 12, Article 13, Article 17 and Article 20 as well as the criminal provisions in Article 62. Meanwhile, advertising regulations in the CPA are regulated into eight 8 articles, namely articles 22 to 29 in chapter 2 concerning Consumer Protection for advertising as well as penalty provisions in chapter 4 of the CPA. If simplified, the advertising regulations in the CPA regulate unfair advertising that has a bad impact on society, specifically statements that are considered unfair to consumers or that cause bad effects for society, namely in the form of:

1. Statement which is false or exaggerated;
2. Statement which will cause misunderstanding in the essential elements concerning goods or services, notwithstanding it is based on or refers to any technical report, statistics or anything which is false or exaggerated;
3. Statement which is directly or indirectly encouraging the commission of an unlawful or immoral act, or which adversely affects the national culture;
4. Statement which will cause disunity or adversely affect the unity among the public;
5. Other statements as prescribed in the Ministerial Regulation.

Interestingly, there is a rule in the CPA which states that: "A statement used in the advertisement which an ordinary person knows that it is not possible to be true is not prohibited for use in the advertisement under (1)." Which means that based on these rules, it is said that false or exaggerated advertising is not prohibited as long as someone knows that it cannot be true. This is of course different from what is regulated in the UUPK which states that: Article 9 Paragraph (1) "Business actors are prohibited from offering, promoting, advertising goods and/or services incorrectly, and/or as if: ... j. using excessive words, such as safe, harmless, does not contain risks or side effects without complete information."

In this case, the UUPK does not provide convenience to business actors if consumers feel disadvantaged as a result of advertising for the products they offer. In contrast to article 22 of the CPA which provides the words "a statement used in advertisement which is false or exaggerated, is not prohibited to use, when an ordinary person knows that it is not possible to be true". In this article, it is questionable whether consumers feel that they have been harmed by the product they purchased because of advertising, whether consumers can demand that their rights be returned or whether the result of this article is actually a legal loophole for business actors to use advertising content that is false and exaggerated, but it can still be logical. by humans that something cannot be true.

The prohibition on business actors advertising incorrectly and/or appearing to use excessive words in the UUPK is regulated in Article 9 Paragraph (1) letter j. The sentence prohibited in this case is continued in paragraph (2), namely: "goods and/or services as intended, are prohibited from trading", and paragraph (3) "business actors who commit these violations, are prohibited from continuing to offer, promote and advertise goods and/or services." So, if it is discovered that a business actor is carrying out actions as mentioned in Article 8 paragraph (2) letter j, then the trading activities will be carried out these business actors are prohibited and must stop the process of offering, promoting and advertising these goods. In the CPA, if a business actor is deemed to have violated articles 22, 23, 24(1), or 25, then the committee on advertisement has the power to:

1. To rectify the statement of method of advertisement;
2. To prohibit the use of certain statements as appearing in the advertisement;
3. To prohibit the advertisement or the use of such method for advertisement;
4. To correct by advertisement the possible misunderstanding of the consumers in accordance with the rules and procedures prescribed by the Committee on Advertisement.

So, based on the comparison of the prohibition on advertising between the UUPK and the CPA above, it can be seen that the prohibition results from advertising that does not comply with

the provisions of the UUPK, namely by prohibiting trade from business actors or by prohibiting business actors from having to stop the process of offering, promoting and advertising the goods. In contrast to the CPA, where if a business actor does not fulfill the provisions set out regarding advertising, the CPA does not prohibit a business actor from stopping trading activities or promotional efforts that are currently being carried out. However, the CPA provides relief for business actors regarding advertising by requiring business actors to: 1. Correct advertising statements; 2. Prohibit the use of certain statements; 3. Prohibit advertising using this method; and 4. to make corrections to advertisements that cause misunderstandings so that they comply with predetermined procedures.

In obtaining rights that are harmed by advertising as stated in the UUPK, consumers in this can take legal action by bringing criminal prosecution to BPSK or through court. Criminal sanctions that can be given to business actors are contained in Article 62, namely:

"(1) Business actors who violate the provisions as intended in Article 8, Article 9, Article 10, Article 13 paragraph (2), Article 15, Article 17 paragraph (1) letters a, letter b, letter c, letter e, paragraph (2), and Article 18 is punishable by a maximum imprisonment of 5 (five) years or a maximum fine of Rp. 2,000,000,000.00 (two billion rupiah)."

"(2) Business actors who violate the provisions as intended in Article 11, Article 12, Article 13 paragraph (1), Article 14, Article 16 and Article 17 paragraph (1) letters d and letter f shall be punished with a maximum imprisonment of 2 (two) years or a maximum fine of Rp. 500,000,000.00 (five hundred million rupiah)."

In the CPA, criminal provisions for advertising are regulated in article 48 of the CPA, namely:

"Any person who advertises by using a statement under section 22(3) or (4) or statement prescribed in the Ministerial Regulation issued under section 22(6) or violates or fails to comply with section 23, section 24, section 25 or section 26, shall be liable to imprisonment not exceeding three months or fine not exceeding thirty thousand Baht, or to both."

Consumer dispute resolution in Thailand can be submitted to the "Officer of the Consumer Protection Board" (OCPB), namely: "the government agency that is primarily and directly responsible for protecting consumers in Thailand, including receiving complaints, mediating and bringing cases to court on behalf of consumers. The OCPB has its own website that distributes information relating to consumer protection including details of certain unsafe products." The OCPB has authority in three areas of consumer protection, namely: consumer protection in advertising, consumer protection in labeling, and consumer protection in contracts. In addition, other consumer matters that do not fall under certain laws also fall under the jurisdiction of the OCPB. Consumers can also apply to a court that acts as a consumer court in accordance with the provisions of the "Consumer Case Procedure Act of 2008".

5. CONCLUSION

Advertising is for communication for business actors regarding goods and/or services to consumers. Consumer protection in Indonesia is regulated in the UUPK, the aim of which is to guarantee legal certainty in the implementation of consumer protection, especially in terms of promotional/advertising administration which is regulated so that both business actors and consumers receive legal certainty regarding its implementation. Even though there are no regulations that specifically regulate advertising, the UUPK contains a number of articles that regulate advertising. Regulations regarding advertising are specifically regulated in Chapter IV "Acts Prohibited for Business Actors" namely in Article 8, Article 9, Article 10, Article 12, Article 13, and Article 17 as well as criminal provisions regulated in Article 62 UUPK. The advertising regulations in the UUPK contain detailed provisions that regulate, among other things: the rights and obligations of consumers and business actors; acts that are prohibited for business actors; provisions for the inclusion of standard clauses; responsibility of business actors; guidance and supervision; national consumer

protection agency; non-governmental consumer protection institutions; dispute resolution; consumer dispute resolution body; investigation; and sanctions for violations.

UUPK in Indonesia and CPA in Thailand have several differences regarding regulations related to advertising. The definition of consumer itself is one thing that has differences, where the consumer defined in the UUPK has a broader context when compared to the definition of consumer in the CPA. Consumers in the CPA explicitly write that consumers are defined as someone who "buys" or "obtains services", so that this definition makes it clear what legal acts define consumers in concrete terms. Regarding advertising regulations in the UUPK, it does not make it easy for business actors if consumers feel they have been harmed as a result of advertising for the products they offer. In contrast to article 22 of the CPA which provides the words "a statement used in advertisement which is false or exaggerated, is not prohibited to use, when an ordinary person knows that it is not possible to be true". For the prohibitions in these two laws, the prohibition on advertising between the UUPK and the CPA above, it can be seen that the prohibition results from advertising that does not comply with the provisions of the UUPK, namely by prohibiting trade from business actors or by prohibiting business actors from having to stop the process of offering, promoting and advertising the goods. . In contrast to the CPA, where if a business actor does not comply with the provisions set out regarding advertising, the CPA does not prohibit a business actor from stopping trading activities or promotional efforts that are currently being carried out. However, the CPA provides relief for business actors regarding advertising by requiring business actors to: 1. Correct advertising statements; 2. Prohibit the use of certain statements; 3. Prohibit advertising using this method; and 4. to make corrections to advertisements that cause misunderstandings so that they comply with predetermined procedures. Institutions for resolving consumer disputes in Indonesia can be submitted to BPSK or through the courts, while consumer dispute resolution in Thailand can be submitted to the OCPB and consumer courts.

6. SUGGESTION

Currently, Indonesia does not have specific provisions regarding advertisements that are promoted to business actors. For this reason, in order to further guarantee legal certainty, it is hoped that advertising provisions can be specifically made in statutory regulations. Apart from that, there is a need to narrow down the definition of consumer contained in the UUPK in Indonesia so that it can more concretely define what a consumer is and who can be included in the term consumer in the UUPK. With this narrowing, it is hoped that it can provide legal certainty to consumers regarding disputes that may arise in the future.

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