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Legal Aspects of Misleading Information in Advertising Activities and Consumer Protection

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A R T I C L E I N F O

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A B S T R A C T

This study analyzes the legal liability of advertising business actors for misleading information and the legal protection provided to consumers. Dishonest advertising activities result in consumer losses and require accountability from business actors. This research employs a normative juridical approach utilizing secondary data analyzed qualitatively. The findings indicate that advertising business actors bear administrative, civil, and criminal liability for misleading information. Preventive protection is provided through guidance and outreach to both business actors and consumers. Repressive protection is implemented through out-of-court and in-court dispute resolution. The Consumer Dispute Resolution Agency (BPSK) and Consumer Protection Non-Governmental Organizations (LPKSM) play a crucial role in resolving advertising consumer disputes. This study concludes that law enforcement against advertising business actors needs to be enhanced to protect consumer rights.

INTRODUCTION

Rapid business development brings consequences to the rise of advertising activities as a means of promoting goods and services. Society as consumers relies heavily on information conveyed through various advertising media to determine choices in transactions. The ideal condition expected is that every consumer obtains correct, honest, and non-misleading information regarding the products offered. Accurate information becomes the basis for consumers to make precise decisions and avoid material and immaterial losses. The reality on the ground shows a gap between these expectations and ongoing advertising practices. Many consumers fall victim to advertising information that does not match the actual facts (Rimanda et al., 2023). Many consumers do not realize that they have the right to obtain clear and honest information regarding the products they consume (Sumito et al., 2024). The distortion of information through advertisements often results in consumers losing trust in products and business actors. This is in accordance with the statement of Darmawan (2022) which explains that consumer switching behavior can be influenced by various factors, including the presence of problems with products that have been purchased. Therefore, the importance of conveying product information clearly and communicatively can be one of the efforts to help consumers obtain the right information. This role indicates that the delivery of appropriate and understandable information is an important part of supporting consumers' rights to obtain correct information (Baktianingsih & Mardikaningsih, 2024).

The phenomenon of misleading information in advertising has become a serious concern for many parties because of its broad impact on society. Consumers who receive incorrect information have difficulty assessing the quality and benefits of a product. The losses they suffer are not limited to financial aspects but also include health and safety risks arising from the use of products that do not match the information received. Therefore, improving consumers' ability to understand and evaluate information delivered through the media is an important step to prevent losses caused by misleading information (Zulkarnain & Al Hakim, 2023). Consumers who buy on impulse are especially exposed, because they rarely verify claims before purchasing (Darmawan & Gatheru, 2021). Misleading information also spreads quickly in digital spaces and is hard to correct once consumers have accepted it (Sinambela, 2022). Advertising that

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is personalized using consumer behavior data makes such claims even more persuasive, since they reach the people most likely to believe them (Fared & Darmawan, 2021). Fitrotinisak et al. (2023) emphasize that increasing consumer legal awareness and compliance with regulations are important parts of providing consumer protection. Business actors who disseminate misleading advertisements should bear full responsibility for the resulting impact. Healthy and responsible advertising requires compliance with standards of truthful information. Through various legal provisions, the state has regulated mechanisms to protect consumers who suffer losses (Rimanda et al., 2023). These provisions include the obligation of advertising business actors to deliver accurate and accountable information. Fulfilling this obligation will create a healthy business climate and protect consumers' interests.

The legal responsibility of advertising business actors is a central issue in protecting consumers from misleading information. Business actors are obliged to ensure that all information conveyed in an advertisement matches the real condition of the product. Accurate advertising information also shapes how satisfied customers feel after they use the product (Essa & Mardikaningsih, 2022). Producers have a legal and moral obligation to ensure transparency in the production process, compliance with halal standards, and correct labeling (Alfiyah et al., 2023). Advertising media also play a role in maintaining the accuracy of information before it is broadcast to the public. This duty applies to every channel, including direct channels such as email, which are now widely used to deliver promotional messages (Sinambela & Darmawan, 2021). Information about product claims must be conveyed accurately, clearly, and without misleading (Nugraha et al., 2024). Responsibility arises when changes in information cause an advertisement to no longer match the facts. Consumers have the right to protection from advertising practices that deceive and harm them. Misleading information in advertising is often deliberately created to increase a product's appeal (Ikhsani & Amir, 2022). Because consumers' attitudes toward an advertisement and its endorser influence their intention to buy, advertisers have a strong incentive to exaggerate claims (Darmawan et al., 2019). This situation shows the weak awareness of business actors regarding the principle of honesty in advertising. Consumer protection in advertising is a priority that must be enforced consistently.

One problem to be examined concerns the legal responsibility of advertising business actors for misleading information. Business actors must provide correct and honest information about price, use, condition, discounts, and risks of using the product. Price perception and perceived product quality strongly influence purchase decisions, so false information on these matters can distort consumer choices (Essardi et al., 2022). The prohibition against making inaccurate and deceptive information for prospective consumers covers various aspects of product quality and quantity. Business actors are also prohibited from producing advertisements that mislead consumers about product guarantees and warranties. This provision aims to ensure that consumers receive accurate information before making a transaction. Compliance with these provisions will prevent consumer losses caused by advertisements that do not match the facts. In online shopping, accurate information is part of service quality, and it affects both customer satisfaction and the decision to buy again (Fared et al., 2021).

Another problem relates to the legal consequences of business actors' conduct in misleading advertising. Business actors who violate the provisions may be subject to administrative sanctions in the form of compensation orders. Civil law allows consumers to cancel a sale and purchase agreement on the grounds of fraud because the advertised information did not match reality. Business actors are also obliged to compensate injured parties in accordance with the provisions on unlawful acts. Criminal sanctions of imprisonment and fines are imposed depending on the type of violation committed. Additional penalties in the form of confiscation of goods and revocation of business licenses may also be imposed. All of these legal consequences create a deterrent effect for business actors who mislead with false information.

In addition, there is a problem concerning the form of preventive legal protection for consumers against misleading advertising information. The government provides preventive protection through guidance and counseling for business actors and consumers. Educating consumers to always be careful when receiving advertising information is part of anticipatory efforts. Ali et al. (2024) affirm that public awareness plays an important role in preventing fraud and misleading information. Supriyanto et al. (2023) affirm that strengthening regulations and responsive supervision mechanisms, as well as increasing consumers' legal literacy, is needed to strengthen consumer protection. Consumers also need to be careful with promotional content from influencers,

who often present advertising as personal experience, which makes honest testimony hard to tell apart from paid promotion (Mardikaningsih & Essa, 2025). Guidance for business actors should also build their readiness to adapt to changing conditions, since this readiness affects how consistently they follow information standards (Mardikaningsih & Darmawan, 2023). Legal protection must likewise reach consumers of online-based services, such as online lending, who often face unclear terms (Faridi et al., 2023). The government is responsible for guiding the implementation of consumer protection that guarantees the rights and obligations of both parties. The guaranteed consumer rights include the right to comfort, security, and safety in consuming products. Consumers are also entitled to correct, clear, and honest information about the condition and guarantee of goods. All of these rights must be respected by the parties involved in advertising activities.

Repressive protection is provided when a violation has occurred, through compensation to consumers. Dispute resolution can be carried out out of court, through amicable settlement or through the Consumer Dispute Settlement Agency (BPSK). Conciliation, mediation, and arbitration are the settlement options through BPSK, whose decisions are final and binding. Settlement through the courts can be pursued by a class action filed by representatives of consumers. Non-governmental consumer protection institutions have the right to sue on behalf of consumers' interests. Court decisions on compensation must be carried out by the business actors who committed the violation.

Based on the description of the problem, the objective of this research is formulated to analyze the legal liability of advertising business actors for misleading information. This research aims to examine the juridical consequences that can be imposed on advertising business actors who disseminate misleading information. This research aims to identify the forms of preventive legal protection available to consumer victims of misleading advertisements. This research aims to explain the forms of repressive legal protection and the dispute resolution mechanisms for advertising consumers. The results of this research contribute to the development of legal science, particularly in the fields of consumer protection law and advertising law. The results of this research are also beneficial for legal practitioners and advertising business actors in understanding their obligations and legal liabilities.

RESEARCH METHOD

This research uses a normative juridical approach that focuses on the study of written legal norms. The research specification is descriptive analytical, aiming to describe and analyze legal provisions related to the liability of advertising business actors for misleading information. The data sources used are secondary data consisting of primary legal materials, secondary legal materials, and tertiary legal materials. Primary legal materials include relevant laws and regulations such as Law Number 8 of 1999 concerning Consumer Protection. Secondary legal materials take the form of literature, scientific journals, and research results related to advertising and consumer protection. Tertiary legal materials are used as support in the form of legal dictionaries and encyclopedias.

Data collection techniques were carried out through literature study by searching and reviewing various legal documents related to the problem (Hamzani et al., 2024). Data analysis was conducted qualitatively using legal interpretation methods and juridical arguments. The interpretation methods used include grammatical, systematic, and teleological interpretation to understand the meaning of applicable legal provisions. Juridical arguments are used to build coherent and consistent legal reasoning in answering research problems. The analysis results are presented systematically by describing legal liability, juridical consequences, preventive protection, and dispute resolution mechanisms for advertising consumers.

RESULT AND DISCUSSION

Legal Liability of Advertising Business Actors for Misleading Information

The development of the current trade industry triggers tight competition among business actors in attracting public buying interest. Business competition requires clear regulations so that all business actors comply with the same standards (Purwanto et al., 2023). One of the main strategies that is most effectively and massively used is through advertising activities across various media lines. Advertisements not only function as a marketing tool, but also as a primary information bridge connecting the product characteristics of business actors with consumer expectations. However, the high drive to win the market often opens up gaps for the delivery of excessive, inaccurate, and even manipulative information. This condition places consumer protection in a very crucial position in the modern business ecosystem. The legal relationship established between

advertisers, media service providers, and consumers requires clear limits of responsibility to maintain market integrity. Risman et al. (2024) explain that business actors have a legal responsibility for consumer losses arising from information distortion, so the protection of consumer rights needs to be supported by a clear accountability mechanism. The clarity of regulations and ethics in the advertising world is absolutely necessary so that consumers' rights to obtain correct information are not neglected.

Advertisers are responsible for the truthfulness of the product information they provide to advertising media. Advertising media are obliged to ensure that the advertisements they broadcast match the advertising message given by the advertiser. Responsibility of the advertising media arises when a publication differs from the original information set by the advertiser and thereby becomes a misleading advertisement. This risk grows when promotional content is made to look like personal experience, as often happens with influencers, because audiences find it hard to tell honest opinion from paid promotion (Hariani & Mardikaningsih, 2022). Business actors must ensure that the content of an advertisement does not deceive consumers (Laila, 2017). This obligation is part of preventive efforts to avoid consumer losses caused by advertisements that do not match the actual facts. Consumer protection in advertising activities is a priority in every transaction of goods and services.

The responsibility of advertising business actors arises when they commit prohibited acts as regulated in Article 10, Article 12, Article 13, and Article 17 of Law Number 8 of 1999 on Consumer Protection. The provisions of Article 10 and Article 12 of the Consumer Protection Law require business actors to include correct and honest information regarding the price, use of goods and/or services, condition, discounts, and risks of using the advertised product. Information about risks must also be conveyed fairly, so that no group of consumers is treated differently or left unaware of the dangers (Bashori et al., 2024). Business actors are prohibited from deliberately creating inaccurate information that deceives prospective consumers. This prohibition covers deception regarding the quality, quantity, warranty, and guarantee of the advertised product (Ikhsani & Amir, 2022).

Article 17 paragraph (1) of the Consumer Protection Law expressly states that advertising business actors are prohibited from producing advertisements that mislead consumers regarding the quality, quantity, materials, use, and price of goods and/or services, as well as the timeliness of receiving goods and/or services. The prohibition also applies to advertisements that mislead about guarantees or warranties for goods and/or services. Advertisements are prohibited from containing wrong, false, or inaccurate information about goods and/or services. Business actors are also prohibited from omitting information about the risks of using goods and/or services in the advertisements they produce. This provision also prohibits advertisements that exploit an event and/or a person without the permission of the competent authority or the consent of the person concerned (Wisnumurti et al., 2020). Events are often used by advertisers to build brand awareness, so using an event in an advertisement requires clear permission from its organizer (Cahyati & Mardikaningsih, 2021). Accurate information on price and quality also helps consumers manage their spending wisely, so false claims on these matters directly harm their financial decisions (Hardyansah et al., 2022). All of these prohibitions must be obeyed so that advertisements do not violate ethics and the statutory provisions on advertising.

Advertising business actors can be held responsible if, in the production, publication, or dissemination of advertising material for certain goods and/or services, they violate the Indonesian Advertising Code of Ethics (Etika Pariwara Indonesia). Violations of this code of ethics cause losses to consumers. Consumers with little financial buffer are the most affected by such losses (Gardi & Darmawan, 2024). A good and proper advertisement is one that serves as a means of consumer education. Advertisements must not harm any particular party and must not degrade human dignity. Business actors may compete through advertising, but competitive advantage must be earned honestly and not through false claims (Darmawan & Grenier, 2021). This provision is reinforced by the strict limits in Article 46 paragraph (3) of Law Number 32 of 2002 on Broadcasting regarding promotions related to religious teachings, ideologies, individuals, or groups that offend feelings or degrade dignity. Advertisements are also prohibited from containing matters contrary to public decency and religious values, as well as the exploitation of children under 18 years of age. Although these prohibitions do not explicitly mention the content of misleading advertisements, the impact of broadcasting misleading advertisements that harm consumers categorizes the act as contrary to the values and decency prevailing in society (Larasati, 2024).

Legal Consequences of Business Operators'

Actions Involving Misleading Advertising

Juridical Consequences of Business Actors' Actions in Misleading Advertising Law enforcement in the advertising world will not run effectively without firm enforcement instruments against violations of business commitments. When preventive responsibility limits are ignored by business actors, the law must be present to provide certainty for the injured party. The discrepancy between commercial messages and product reality is no longer just an ethical issue, but has entered the realm of legal violations that injure public rights. Within the scope of positive law in Indonesia, this recovery is realized through a legal accountability system inherent in every economic activity. Every manipulative action or negligence that triggers losses for the public automatically gives rise to a causal relationship with state sanctions. Related regulations have compiled a measurable stratification of punishment, ranging from independent rights recovery to intervention by public authorities, in order to maintain market balance.

Legal consequences are linked to the accountability of business actors for the acts they have committed. Advertising business actors who provide misleading advertising information may be subject to sanctions as regulated in the Consumer Protection Law. Administrative sanctions are set out in Article 60 paragraphs (1) and (2) of the Consumer Protection Law, under which the Consumer Dispute Settlement Agency may impose administrative sanctions on business actors who commit violations. These administrative sanctions take the form of compensation of up to Rp200,000,000.00. Administrative sanctions may be imposed when losses arise from the production of advertisements by advertising business actors (Ikhsani & Amir, 2022). Business actors should also check their advertising data carefully, because errors found early can prevent a violation from occurring (Ali & Darmawan, 2023). Sanctions may also be given when business actors provide no after-sales guarantee, whether in the form of a guarantee or warranty for the goods and/or services traded. Platforms that sell goods also need to ensure that consumers can return items that do not match the advertisement, including in cash on delivery transactions (Anugroh et al., 2023). Administrative sanctions also apply when business actors fail to compensate consumers, whether by replacing the goods and/or services with similar ones, by monetary reimbursement, or by bearing health care costs or providing compensation for the losses suffered by consumers.

Civil sanctions for advertising business actors who provide misleading information are set out in Article 1328 of the Indonesian Civil Code. This provision states that fraud is a ground for annulling an agreement if the deception used by one party is of such a nature that the other party would not have entered into the agreement without the trickery. Fraud cannot merely be presumed but must be proven. Proof must be assessed fairly and consistently so that consumers and business actors are treated equally (Mardikaningsih & Oluwatoyin, 2023). Consumers can cancel a sale and purchase agreement between the business actor and the consumer on the grounds of fraud because the advertising information provided does not match reality (Santoso et al., 2023). Advertising business actors are also obliged to compensate parties who feel harmed as stated in Article 1365 of the Civil Code. Every unlawful act that causes loss to another person obliges the person whose fault caused the loss to compensate for it. Business actors carry legal obligations together with ethical and moral responsibility for what they do, so their duty does not end at avoiding punishment (Darmawan, 2022). The provisions of Article 1491 of the Civil Code regulate the warranty that is the seller's obligation toward the buyer to guarantee two things. First, the peaceful and secure possession of the goods sold. Second, any defects in the goods that are hidden or of such a nature as to give grounds for annulling the purchase. Article 1474 of the Civil Code stipulates that the seller has two main obligations, namely to deliver the goods and to guarantee them. The existence of these regulations on unlawful acts can be used by consumers who feel harmed to hold business actors accountable when advertising activities do not comply with the established provisions.

Criminal sanctions are set out in Article 62 of the Consumer Protection Law. Business actors who violate the provisions referred to in Article 8, Article 9, Article 10, Article 13 paragraph (2), Article 15, Article 17 paragraph (1) letters a, b, c, e, paragraph (2), and Article 18 are punished with imprisonment for a maximum of 5 years or a maximum fine of Rp2,000,000,000.00. Business actors who violate the provisions referred to in Article 11, Article 12, Article 13 paragraph (1), Article 14, Article 16, and Article 17 paragraph (1) letters d and f are punished with imprisonment for a maximum of 2 years or a maximum fine of Rp500,000,000.00. The difference in criminal sanctions in Article 62 of the Consumer Protection Law is based on the types of acts committed. A person may be sentenced under paragraph (1) when the act mostly violates

standardization and safety and threatens consumer health. A person may be sentenced under paragraph (2) when the act violates the elements of misleading advertising information, such as a business actor deliberately providing information that deceives consumers about quality, quantity, price, guarantees, and discounts. False discount claims are especially harmful, because they can push consumers to buy on impulse without checking the offer (Gardi & Darmawan, 2022). Social media also spreads advertisements quickly, so one misleading advertisement can reach many consumers in a short time (Infante & Mardikaningsih, 2022).

Additional penalties as set out in Article 63 of the Consumer Protection Law consist of confiscation of certain goods, announcement of the judge's decision, payment of compensation, an order to stop certain activities that cause consumer losses, an obligation to withdraw goods from circulation, or revocation of the business license. Regarding business actors' violations involving misleading advertising information, sanctions under Chapter IV letter E of the Indonesian Advertising Code of Ethics (Etika Pariwara Indonesia) may be imposed. The forms of sanctions for violations are graded in weight and stages, consisting of warnings up to twice, termination of broadcasting or issuance of sanction recommendations to related institutions, and publication of the advertisement on the official website of the Indonesian Advertising Council (DPI). These sanctions should also cover digital advertising, since ethical standards matter in how businesses make themselves visible online (Arifin et al., 2021). Business actors that aim for long-term growth need to treat compliance as part of their strategy rather than a reaction to sanctions (Irfan & Darmawan, 2024). Sanctions are delivered in writing, stating the type of violation and the reference used. The distribution of sanctions at each weight or stage of violation consists of a violation warning to the violator and related associations or institutions, as well as an order to stop broadcasting to all parties involved.

Forms of Preventive Legal Protection for Consumers Against Misleading Advertising Information

The state has a central role in creating a healthy and fair trading climate through regulatory instruments. The presence of the state is not only to facilitate economic growth, but also to ensure that the rights of the public as consumers are not sacrificed for unilateral profit. Without strong legal intervention, the imbalance in bargaining power between business actors who possess large resources and consumers as end-users will widen further. A comprehensive regulatory framework is absolutely necessary as a protective shield for the public against various dishonest business practices. Setiawan et al. (2023) show that although a consumer protection regulatory framework is already available, its implementation still faces obstacles in the form of a lack of supervision and low legal awareness.

In practice, an ideal protection scheme must be built systematically and cover all phases of trade interaction. This intervention should not focus only on resolving problems that have already occurred but must also be able to read potential risks early. The use of consumer behavior data can be directed as part of a strategy for delivering more appropriate information while also supporting the prevention of misleading advertising practices (Fared & Darmawan, 2021). When business actors take social responsibility in their marketing, misleading practices can be prevented before they reach consumers (Arifin & Darmawan, 2021). Rules must also follow changes in how businesses operate so that protection does not fall behind (Mardikaningsih et al., 2023). The integration of prevention and enforcement strategies is the main key so that the justice system can run effectively and sustainably.

Legal protection is an effort to protect consumers, guaranteed in statutory provisions, in order to prevent violations or matters that may harm consumers. The forms of legal protection for consumers against misleading advertisements in Indonesia include preventive legal protection and repressive legal protection. Preventive legal protection is legal protection provided by the government in order to minimize violations before they occur. Business actors also bear legal responsibility when their sales practices violate rules made to protect consumers (Baktiasih & Mardikaningsih, 2024). Forms of preventive protection include guidance or counseling on misleading advertising information for business actors and consumers (Susilo, 2023). The government also educates consumers to always be careful in receiving advertising information. The government's efforts to anticipate violations are carried out through Government Regulation Number 58 of 2001 on the Guidance and Implementation of Consumer Protection. Articles 2 and 3 of the Government Regulation state that the government is responsible for the guidance of the implementation of consumer protection, which guarantees that the rights of consumers and

business actors are obtained and that the obligations of consumers and business actors are carried out. Kahfi et al. (2023) emphasize that consumer protection requires increased supervisory capacity, stricter law enforcement, and greater public awareness.

Legal protection against misleading advertising information for consumers is mainly carried out through guidance for business actors and socialization for consumers by the relevant technical ministers. Other efforts are regulated in Article 4 of Government Regulation Number 58 of 2001, which states that the minister coordinates the implementation of consumer protection with the technical ministers in formulating consumer protection policies. This coordination includes socializing consumer protection laws and regulations to the public. Efforts to increase the role of the National Consumer Protection Agency (BPKN) and the Consumer Dispute Settlement Agency (BPSK) through improving the quality of human resources and institutions are also part of preventive protection (Wisnumurti et al., 2020). Other technical measures to foster awareness among business actors and consumers in the traffic of goods and services transactions are also carried out. These measures must reach groups with limited access to information and digital skills, because they are the ones who find it hardest to understand the rules (Sinambela et al., 2022). Hardyansah et al. (2022) explain that legal awareness is important for consumers to understand their rights and obligations in a transaction and to avoid losses caused by a lack of understanding of the applicable legal provisions. Increasing consumers' legal awareness can encourage consumers to be more critical in assessing the truth of the information conveyed by business actors (Aryanto et al., 2023). Young consumers who get most of their information from social media especially need this critical ability to judge advertisements (Kurniawan et al., 2021).

The Indonesian state has sought to protect consumers by mandating consumer rights in Article 4 of the Consumer Protection Law, which must be respected by all parties involved in advertising activities. These rights include the right to comfort, security, and safety in consuming goods and/or services. Consumers have the right to choose goods and/or services and to obtain them in accordance with the exchange value and the conditions and guarantees promised. Consumers have the right to correct, clear, and honest information regarding the condition and guarantee of goods and/or services. Honest information also builds consumer trust and loyalty toward a brand, so it benefits both sides (Darmawan, 2018). Consumers have the right to have their opinions and complaints heard regarding the goods and/or services used. Consumers have the right to receive advocacy, protection, and proper efforts to resolve consumer protection disputes. Consumers have the right to receive consumer guidance and education. Consumers have the right to be treated or served correctly and honestly and without discrimination. Consumers have the right to receive compensation, damages, and/or replacement if the goods and/or services received do not conform to the agreement or are not as they should be. All of these rights are also regulated in other statutory provisions.

These consumer rights must be balanced with the obligations attached to consumers as stated in Article 5 of the Consumer Protection Law. Consumers are obliged to read or follow the information instructions and procedures for the use or utilization of goods and/or services for safety and security. Consumers must act in good faith when carrying out transactions to purchase goods and/or services. Consumers must pay at the agreed exchange value. Consumers must follow the proper legal settlement of consumer protection disputes (Oktaviani, 2019). In the framework of protecting consumers, there are regulations on acts prohibited for business actors in advertising their products. These prohibitions can be seen in Article 9, Article 10, Article 12, Article 13 paragraph (1), and Article 17 of the Consumer Protection Law. Article 10 of the Consumer Protection Law regulates that business actors are prohibited from promoting or making misleading statements regarding the use of goods and/or services. Business actors are required to provide complete, clear, and transparent information about the use of the goods and/or services they produce. Information about the use of goods can be attached to the product. The information conveyed by business actors must be easy for consumers to understand. Article 17 of the Consumer Protection Law also regulates the prohibition on business actors producing advertisements that deceive their consumers. Business actors are prohibited from giving discounts and giving free gifts, whether goods and/or services, to attract customers if the advertising business actor has no intention of giving the discounts or free gifts to prospective consumers. This provision is regulated in Article 12 and Article 13 paragraph (1) of the Consumer Protection Law so that consumers do not feel

deceived. Business actors who follow these rules also build a good corporate image, which raises brand awareness and a favorable attitude toward the brand (Darmawan, 2019).

Article 20 of the Consumer Protection Law states that advertising business actors are responsible for the advertisements they produce and for all consequences arising from those advertisements. This article aims to protect consumers from fraudulent advertising business actors. This article affirms that responsibility for misleading advertisements lies with the advertising business actors. Dishonest advertising also harms competitors who advertise truthfully, so enforcing this article helps keep competition fair (Wibowo et al., 2023). This responsibility also applies to advertisements for digital products, where consumer losses are increasingly common (Rofiqi et al., 2025). Another form of legal protection in the framework of protecting consumer safety is the establishment of the National Consumer Protection Agency regulated in Article 31 of the Consumer Protection Law. The National Consumer Protection Agency functions to provide considerations and advice to the government in developing consumer protection in Indonesia. Article 44 paragraph (2) of the Consumer Protection Law allows the establishment of Non-Governmental Consumer Protection Institutions (LPKSM). Non-governmental consumer protection institutions have the opportunity to play an active role in realizing consumer protection (Pranda, 2022). One of the tasks of the LPKSM is to help consumers fight for their rights by receiving consumer complaints. There is also another consumer protection institution called BPSK. Based on Article 1 point 11 of the Consumer Protection Law, BPSK is a body tasked with handling and resolving disputes between business actors and consumers. BPSK supervises all agreements containing standard clauses that may harm consumers. Supervision needs a clear legal basis so that the promotional claims of business actors can actually be checked (Rizaldi et al., 2024). Apart from these two institutions, advertising practitioners in Indonesia must be aware of their responsibility for all broadcasts advertised through advertising media. This responsibility will be able to shape consumer opinion about the advertised product. Because media shape public opinion, advertising practitioners must make sure that what they broadcast is accurate (Khayru et al., 2024).

Legal protection in the advertising sector, apart from being regulated in several laws and regulations, is also governed through a code of ethics. The Indonesian Broadcasting Commission (KPI) ratified a code of ethics named the 2020 Amendment of the Indonesian Advertising Ethics (Etika Pariwara Indonesia). The Indonesian Advertising Ethics sets out general principles of advertising which must contain honesty, truth, and responsibility. Advertising must compete fairly and must not demean religion, culture, the state, and groups, nor conflict with the law. The form of consumer protection regarding misleading advertising information is regulated in Chapter III, items 1.2.1 and 1.2.2 of the Indonesian Advertising Ethics. Advertisements must be presented in language that is easily understood and does not mislead the public. Advertisements must not use superlative words such as "most", "number one", "top", or words prefixed with "ter" (superlative prefix in Indonesian), and/or having the same meaning, unless accompanied by verifiable evidence. Advertisements must contain honest information, not mislead, not deceive consumers, and must not make excessive promises to consumers. The information provided must be in accordance with its truth. Business actors in advertising their products are prohibited from using the words "ter", "most", "number one", and the like without explaining the advantages of the product. This prohibition aims to prevent consumers from receiving excessive information whose truth cannot be accounted for.

Forms of Repressive Legal Protection and Advertising Consumer Dispute Resolution Mechanisms

Although preventive efforts have been designed in such a way, the potential for violations in the advertising world still cannot be completely avoided. When compliance limits are breached and manipulative information has already circulated, legal instruments no longer merely function as monitors or supervisors, but must shift into concrete enforcement tools. The presence of a post-violation enforcement mechanism serves as the final bastion for consumers to demand justice for the actual losses they have experienced. At this very point, the law of rights restoration is firmly activated in order to restore the balance disrupted by unhealthy business practices.

The state provides a legal space for consumers to claim their rights while placing the consequences of that remedy on the party at fault. This law enforcement system is designed flexibly to provide effective settlement, whether through a deliberative approach or through formal adjudication channels.

This flexibility aims to make access to justice reachable by all layers of society in the most effective way. Access to justice also has to consider consumers with limited access and skills, otherwise they cannot use the channels that exist on paper (Ramle & Mardikaningsih, 2022).

Repressive legal protection is given to consumers when a violation has already occurred. Advertising business actors are responsible for compensating consumers for misleading advertising information. The compensation may take the form of replacing goods and/or services with similar ones of the same value. Providing compensation or health care in line with the losses suffered by consumers is also a form of business actors' responsibility. Business actors who have spread misleading advertising information may be subject to administrative sanctions, criminal sanctions, and additional penalties. Repressive legal protection efforts can be resolved through out-of-court channels. Consumers can report business actors who commit violations involving misleading advertising information to BPSK. Proof of payment helps consumers show the losses they suffered (Sinambela & Darmawan, 2022). Dispute resolution through the courts can be carried out by filing a lawsuit with the judicial body in accordance with the jurisdiction where the consumer resides (Larasati, 2024). The role of platforms that carry advertisements should also be examined, since they may share responsibility when misleading advertisements reach consumers through them (Jauhari et al., 2024).

Article 45 paragraphs (1) and (2) of the Consumer Protection Law provide several alternatives for resolving consumer disputes. Out-of-court dispute resolution can be carried out amicably. Amicable dispute resolution is settlement by the two parties concerned, with or without a companion or proxy for either party, carried out by peaceful means. The amicable mechanism is usually carried out by the Indonesian Consumers Foundation (YLKI), which acts as a mediator. The disputing parties may voluntarily choose whether the consumer dispute will be resolved amicably or through BPSK and the courts. To choose well, consumers need to know which settlement options exist and what each one involves (Hardyansah et al., 2022). Dispute resolution through BPSK consists of three stages. The conciliation stage, based on Article 1 point 9 of the Decree of the Minister of Industry and Trade Number 350/MPP/Kep/12/2001, is a process of resolving consumer disputes outside the court. BPSK acts as an intermediary in bringing the two disputing parties together. The settlement to be taken is left to the two parties. The mediation stage, based on Article 1 point 10 of the Decree of the Minister of Industry and Trade Number 350/MPP/Kep/12/2001, is a process of resolving consumer disputes outside the court. BPSK acts as an adviser and the settlement is left to the two disputing parties (Hartini & Rahma, 2024). Clear and polite communication between business actors and consumers makes an amicable settlement easier to reach (Darmawan, 2022). The arbitration stage is a consumer dispute resolution in which the parties fully entrust BPSK to resolve and decide the dispute that has occurred.

Dispute resolution through the courts can be carried out through a class action lawsuit by advertising consumers. A class action is filed by representatives of several consumers, whether an individual representative, a group of people, or the Non-Governmental Consumer Protection Institution. The institution or person acting as representative acts on behalf of their own legal interests, which have suffered the same harm. If the class action is granted, the business actor is obliged to pay compensation as determined by the judge. The business actor's obligation to pay compensation is stated in Article 9 of Supreme Court Regulation Number 1 of 2002 on Class Action Procedures. The judge must decide in detail the amount of compensation, the determination of the group and/or sub-groups entitled, the mechanism for distributing compensation, and the steps the group representative must take in the process of determination and distribution. Small business actors also need to understand that an advertisement can lead to a lawsuit and a duty to pay compensation (Hidayat et al., 2024). Institutions that have the right to file a legal standing lawsuit are usually known as non-governmental organizations or non-governmental institutions (Wijayanti & Cahyono, 2023). In the Consumer Protection Law, such an institution is known as an LPKSM. An LPKSM acting as a consumer representative must not have the status of a victim in the case filed. This is what distinguishes a class action from a legal standing lawsuit by advertising consumers.

Although Article 54 paragraph (3) of the Consumer Protection Law states that the decision of the BPSK panel is final and binding, this does not automatically close all room for further legal remedies. Based on Supreme Court Regulation (PERMA) Number 1 of 2006 on Procedures for Filing Objections to BPSK Decisions, the "final and binding" nature is interpreted as closing the route of ordinary appeal to the High Court. Instead, Article 56 paragraph (2) in conjunction with Article 58 of the

Consumer Protection Law gives the disputing parties the right to file a legal remedy in the form of an "objection" to the BPSK decision to the District Court no later than 14 (fourteen) working days after receiving notification of the decision (Alamsyah, 2022). Furthermore, against the District Court's decision on the objection, the parties are still given a last opportunity to file a cassation appeal to the Supreme Court, also within 14 days. Given that BPSK's authority includes settlement through arbitration, the grounds for filing an objection may refer by analogy to Article 70 of Law Number 30 of 1999 on Arbitration and Alternative Dispute Resolution. These grounds for annulment include: (1) letters or documents submitted in the examination are acknowledged or declared false after the decision is made; (2) decisive documents are found that were hidden by the opposing party; or (3) the decision was taken as a result of trickery committed by one of the parties during the dispute examination process. Through this structured legal mechanism, advertising business actors proven to have provided misleading information can still be held accountable in a tiered manner with legal certainty. Accountability is harder to enforce when business actors operate without a formal legal status, because it is unclear who should answer for the advertisement (Fathoni et al., 2024).

The existence of the Consumer Protection Law is intended to provide protection for the rights of consumers who carry out product transactions with business actors (Putri, 2023). This protection is given without removing the rights held by business actors and a number of obligations that must be carried out by consumers. Consumer obligations apply both before and after using the product. Legal protection for consumers against advertising information that indicates deception and misleading has also been regulated by the government through advertising ethics. This protection is also covered in the rules related to advertising. According to Milton Handler, misleading advertising information means that the facts in the advertisement are false. The expectation of such false information is to persuade buyers to purchase the advertised goods. This persuasion harms buyers and is made on the basis of fraud or deception. The practice of misleading information through advertising media can be categorized into five categories. The first category is advertising that deceives consumers regarding price, materials, quality, quantity, use, guarantee, timeliness, and warranty of goods and/or services. The second category is giving an incomplete description of information about goods and/or services. Honest advertising also builds a lasting relationship with customers, while misleading advertising weakens it (Lil Alamin et al., 2021). The third category is failing to fulfill the promises stated in the advertisement. Consumer reviews often reveal the gap between what an advertisement promises and what the product delivers (Negara et al., 2021). The fourth category is describing or providing advertising information about goods and/or services inaccurately, mistakenly, or falsely. The fifth category is providing excessive information about the quality, quantity, use, and capability of certain goods and/or services. Such exaggerated claims matter because consumers rely on claims about product benefits when they decide what to buy (Mardikaningsih et al., 2022). Advertisements that are prohibited from circulating are, broadly speaking, those that are misleading, contain untrue elements, and disparage other goods and/or services. In addition to the general prohibitions in the Consumer Protection Law, there are also prohibitions on advertising goods or services in certain media.

CONCLUSION

Advertising business actors bear legal liability manifested in administrative sanctions in the form of fines, civil sanctions in the form of compensation obligations and agreement cancellations, as well as criminal sanctions in the form of imprisonment. Preventive protection is implemented through guidance and outreach to ensure the truth of information before advertisements are produced. Repressive protection is available through the Consumer Dispute Resolution Agency which offers conciliation, mediation, and arbitration, as well as through the courts with a class action scheme. The implications of this research lead to strengthening the capacity of the Consumer Dispute Resolution Agency and Consumer Protection Non-Governmental Organizations in enforcing consumer rights. Improving business actor compliance with advertising honesty standards is a fundamental need in creating fair and responsible transactions.

The theoretical implications of this research strengthen the legal construction of civil and criminal liability for advertising business actors. Practically, the results of this study serve as a reference for law enforcement officers in imposing proportional sanctions. The government is advised to intensify inter-agency coordination in supervising the circulation of advertisements across various platforms. Business actors should build a strict

internal verification system before publishing promotions. Consumers are expected to increase vigilance and utilize dispute resolution agencies to restore their rights if they suffer losses due to misleading advertisements.

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