

## **MYSTERY BOX AND ITS IMPACT ON SOCIETY (ISLAMIC LAW REVIEW)**

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**Abstract:** The main problem of the research is How is the Impact of Buying and Selling Mystery Boxes and the Impact on Shopee E-Commerce Consumers in Makassar City (Review of Islamic Law? The subject matter is further elaborated into sub-problems, namely: 1) what is the nature of buying and selling Mystery Box? 2) What is the Impact of Buying and Selling Mystery Box e-commerce to consumers in Makassar City? 3) What is the Law of Buying and Selling Mystery Box in E-commerce based on Islamic Law?. The type of research used is qualitative by using a research approach, namely: Juridical Phenomenology Approach, and Shari'a Normative Approach. Then the source of this research data is taken from primary data in the form of interviews with customers of Mystery Box Angela Beauty Makassar, and secondary data in the form of data taken from costumers Angela Beauty and literature studies related to the problems studied. Furthermore, the data collection methods used were observation, interviews, and documentation as well as other reference searches. The data processing and data analysis techniques were carried out through three stages, namely: data reduction, data presentation, and drawing conclusions. The results of this study indicate that the impact of buying and selling Mystery Boxes in Makassar City has a major impact on customers who have already purchased mystery boxes. Some of the customers who have bought the mystery box but did not get the product according to the selling price, but instead got the product that was not worth the purchase price. The seller is not responsible for the customer's loss because the seller has provided a product description if buying a mystery box, the prospective customer has agreed to the type, color and shape of the goods received, this is contrary to Islamic law because legal buying and selling must not have an element of uncertainty (gharar) and chancy (Maysiir). In addition, protection against consumers regarding consumer rights does not apply when buying a mystery box because the seller does not accept the return of the goods.

**Keywords:** Customer, Gharar, Maysiir, Mystery Box, Seller

### **INTRODUCTION**

Buying and selling transactions can not only be carried out in markets, supermarkets or *malls* but buying and selling can be carried out online or online. *Mystery box* is one of the *trends* that is being loved by the public, especially young people. The problem of buying

and selling should not be underestimated because buying and selling must be in accordance with Islamic law.

Buying and selling transactions in the community are the exchange of goods and money between sellers and buyers in one location. With today's technology, you can buy and sell not only in person but also over the internet, or with a debit or credit card and use a sharia conversion card and check/giro for payment.<sup>1</sup>

Online buying and selling is buying and selling in electronic media because the buying and selling transactions are not carried out by the *seller* and *buyer* face to face. The transaction is carried out and the characteristics of the goods and types of goods have been determined, while the goods are paid first and then the goods are delivered after carrying out the transaction.<sup>2</sup>

Based on the report "*The state of e-commerce app marketing 2021*" After Brazil and India, Indonesia ranks third as the largest user of the Android application market in the world with 17% and 17% respectively. There is evidence to prove that the US, Brazil and Russia are home to the world's three largest populations of users. mobile phone e-commerce applications on iOS. An increase in e-commerce purchases in Indonesia from January to July 2021 to 116 percent.<sup>3</sup>

In 2022 the data of *e-commerce* increasing rapidly. This is an opportunity for people who want to use the internet as one of the a tool to sell goods or services for business actors to market their products through the internet or online. Online buying and selling is one way of buying and selling that is quite practical for today. Based on GlobalWebIndex (GWI) survey data in the third quarter of 2020 as many as 78, who use the internet, aged 16-64 years, use *online shopping* through their mobile devices to transact via *e-commerce*. *ce*. Internet users who still use the web site are only about 22% of users. Shopee e-commerce has an average of 961.51 million visits from applications on the Playstore or App Store of around 834.52 million, and the Shopee website has an average of 126.99 million visits. There were 7.882 million daily active Tokopedia users in the same period. Since then, the Tokopedia application has been used by an average of 244.34 million people every day.

According to IPrice data as of June 2021, the number of visitors to Tokopedia's pages and applications reached 392.13 million visits, with 244.34 million application visitors and 147.79 million website visitors. According to our calculations, Shopee has more monthly active users and more app downloads than any other e-commerce site. Lazada, Bukalapak and Blibli round out the top five, with Tokopedia in second place with 392.13 million visits per month from websites and apps.<sup>4</sup> Competition *Seller*<sup>5</sup> in *e-commerce* is getting tighter so that all *sellers* are vying to increase their *sellers* in various ways that can attract

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<sup>1</sup> Mardani, "*Islamic Economic Fiqh: Fiqh Muamalah*" (Jakarta: Kencana, 2013), p.90.

<sup>2</sup> Tira Nur Fitria, "Online Shop Business in Islamic Law and State Law", *Scientific Journal of Islamic Economics* Volume 3, (March 2017), p. 52.

<sup>3</sup> [AppsFlyer: State of Ecommerce Application Marketing 2021 \(alistdaily.com\)](https://alistdaily.com) accessed on Friday 15 April 2022

<sup>4</sup> [GWI - Audience Insight Tool, Digital Analysis & Consumer Trends](https://www.gwi.com), accessed on Friday, 15 April 2022

<sup>5</sup> *Sellercomes* from the word *sell* which means to sell. So the understanding *seller* is the seller. The term *seller* applies *in the marketplace*.

the attention of *buyers*.<sup>6</sup> One way to increase *seller* to give discounts to *buyers*, provide cashback in the form of points that can be used for shopping, give postage discount vouchers, and create *mystery boxes*. *Mystery Box* is a form of marketing trick that uses product offers with various price variations by the *seller*, *mystery box* or *mystery box* is a package that is not known what is in the box. Detailed information about the item is not available from the seller, only the type of item or the price.

For example *seller* who offers a *Mystery Box* informs the description of the items that will be in the *mystery box*, such as the bella square hijab, pashmina, crinkle, knitted ciput, and ninja ciput. As a result, the contents of the *Mystery Box* are given randomly, so the buyer does not know what he will get at the advertised price of Rp. 1000 to Rp. 100,000. An item can be given to any buyer at any time based on luck, according to the terms and conditions of the seller's product description.

Trends *Mystery Box* has been around since 2017 in America. At that time, many YouTubers bought *mystery boxes* on Amazon or eBay to serve as youtube content, so it made other people curious and it has become popular in Indonesia. *Mystery Box* curiosity *buyers* so that *buyers* are interested in buying it. One of the popular marketplaces in Indonesia that has many visitors is Shopee. The average *seller* at Shopee gives a *mystery box*. One of the *sellers* at Shopee, Luvenamuslim, has sold 3.5 thousand *mystery boxes* with a 4.7 star rating, a total 5-star rating of 1.6 thousand and a 1-star rating of 29 thousand. The sale and purchase contract that contains speculation or is unclear is not allowed in Islam because it is not in accordance with Islamic law, it can be categorized as buying and selling *gharar* whose prohibition has been confirmed.

The *Gharar* buying and selling *mystery box* is one of the many online marketplaces, such as Shopee, Bukalapak, Tokopedia, Blibli, and Lazada. As a result of this system, buyers are asked to buy *mystery boxes* containing certain products at an agreed price.

The trading of *gharar* and *jahalah* is included in the *mystery box*. The element of *gharar* is caused by its speculative nature because it is coincidental. The buyer's lack of knowledge of what's in the box they buy contributes to the evil element. Terms of sale and purchase must know the goods sold in the form, quantity, and classification.

General Chairperson of the MUI Sulsel Prof DR AGH Najamuddin H Abd Safa MA<sup>7</sup> revealed that if the sale and purchase transaction does not contain elements of fraud and loss, then the sale and purchase is legal so that to carry out *mystery box* people should avoid buying and selling that contains speculation and *gharar* (fraud) and unclear goods, and *sellers* in the marketplace should not provide space for buying and selling transactions.

*Buyers* who feel aggrieved must provide an *unboxing*<sup>8</sup> of the product before submitting a return of goods if they do not provide an *unboxing* video, the submission of consumer complaints will not be processed. Complaints filed by consumers are governed by the first part of Chapter III of the Consumer Protection Act, which outlines their rights and

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<sup>6</sup> Buyer comes from the word buy which means to buy. So the buyer is the buyer.

<sup>7</sup> [Indonesian Ulema Council – MUI.OR.ID](#) accessed on 27 April 2022

<sup>8</sup> Video *Unboxing* is an activity to record goods that have been ordered online as evidence of damage to goods if the goods are defective.

obligations. You are entitled to compensation, compensation, and/or replacement if the goods or services you receive are not in accordance with your agreement with them, or if the goods or services are damaged, but to get compensation not all *sellers* can understand consumer law so that the parties marketplace should introduce consumer law to *sellers*. The buying and selling of goods that are happening today is different from the past because there are more and more marketing tricks in the marketplace, especially *mystery box*.

Interest in buying and selling *mystery boxes* is increasing because it gives customers a sense of curiosity so that buying and selling *mystery boxes* in *e-commerce* reaches *seller*, so that people are increasingly curious about *mystery boxes*, but many people do not understand the law of buying and selling *mystery boxes*. If the sale and purchase *the mystery box* is not stopped, the sale and purchase will increase in the *marketplace*. To stop buying and selling *mystery boxes*, the government should play an important role in stopping the prohibited buying and selling because it causes losses to customers.

Many *sellers* sell *mystery boxes* because they provide huge profits so that all items used as *mystery boxes* sold quickly and *sellers* will get profits quickly. *Sellers* and *buyers* must know that buying and selling *mystery boxes* including buying and selling is prohibited or allowed because the sale and purchase is uncertain because it contains an element of ambiguity (*gharar*).

Not all *mystery box customers* get benefits that match the product description but there are also *buyers* who get losses so many *buyers* ask the *seller* to take responsibility because the product does not match the product description. Buying and selling that is *gharar* can result in considerable losses to customers. As a result, knowing the impact of buying and selling transactions is very important before completing them so as not to harm customers. Buying and selling transactions have rights and obligations that must be fulfilled by both parties, according to Islamic law and positive law, and failure to implement them will result in legal consequences.

From the background of this problem, a research will be carried out with the title "Analysis of *Mystery Box* and Purchase and the Impact *E-commerce* Consumers in Makassar City (Review of Islamic Law)".

## RESEARCH METHOD

The type of research used is field research because the data studied are in the form of research carried out by observing directly the object to be studied with the author going directly to the research location that has been determined. The informants in this study, starting with the *Seller mystery box* shopee, and *the customer mystery box* shopee. The approach used in this study is a phenomenological juridical approach and a normative (*syar'i*) approach. The data sources used in this study are: (1) Primary data sources, namely data sources that are directly related to the research object. The primary data in this research is that the writer goes directly to the field to collect valid data. (2) Secondary data sources, namely data sources that support and complement primary data. Sources of secondary data in this study are library materials that have the same study produced about the sale and purchase of *mystery boxes*. The data analysis techniques used in this study are (1) descriptive analysis techniques, namely efforts to collect and compile data, then analyze the data. (2) content analysis techniques, namely scientific analysis of the

message content of a communication, namely analyzing and translating what has been conveyed by experts, both through writing and messages related to what is being studied.

## RESULT AND DISCUSSION

### Definition Of Buying And Selling Gharar

*Gharar* is defined as a form of transaction that contains elements of ambiguity and uncertainty which creates the potential for a party to be *harmed*. transactions *Gharar* occur because people do not realize that in the transactions made there are elements of *gharar*. In addition to markets, supermarkets, or malls, transactions that may contain *gharar* can be found in *e-commerce*. In the Qur'an it has been explained the problem of buying and selling *gharar*, the sale and purchase has been explained in QS Al-Nisa/4:29

يَا أَيُّهَا الَّذِينَ ءَامَنُوا لَا تَأْكُلُوا أَمْوَالَكُمْ بَيْنَكُمْ بِالْبَاطِلِ إِلَّا أَنْ تَكُونَ تِجَارَةً عَنْ تَرَاضٍ مِّنْكُمْ وَلَا تَقْتُلُوا  
أَنْفُسَكُمْ إِنَّ اللَّهَ كَانَ بِكُمْ رَحِيمًا

The translation:

“O you who have believed, do not consume one another's wealth unjustly but only [in lawful] business by mutual consent. And do not kill yourselves [or one another]. Indeed, Allah is to you ever Merciful.”

The verse does not explicitly prohibit the sale and purchase of *gharar*. However, there are two things that are contained, the discussion of the verse leads to the prohibition of *gharar*. Allah SWT forbids eating other people's property in vanity. The scholars explain what is meant by vanity among them are prohibited transactions such as stealing, usury, gambling, and *gharar*.<sup>9</sup> and in the verse above it is also implied that there is an obligation to present an element of mutual pleasure in buying and selling. While *gharar* eliminates the element of mutual pleasure, because *gharar* raises the potential for parties who feel aggrieved. So that *gharar* is a forbidden trade.

### Gharar In A Contract

*Gharar* can occur in a contract. The point is that the form of the contract agreed upon by both parties contains an element of uncertainty, there are unclear elements or a rubber article, which has the potential to harm one party or has the potential to cause a dispute between the two. An example is the practice at the time of the Prophet, namely buying and selling *mulamasah* and *munabadzah*. *Mulamasah* is a sale and purchase in which *seller* provides a clause in the contract that contains the potential to harm the *buyer*, namely "Any cloth you touch, then the cloth becomes yours at that price." Or in simpler words, "To touch is to buy." Likewise, buying and selling *munabadzah*, namely buying and selling where the *seller* says, "Whatever clothes I throw at you, you pay that much." Of course the contract is flawed.<sup>10</sup>

<sup>9</sup> Tafsir al-Qurtubi, vol. 2, p. 338.

<sup>10</sup> Muhammad Abdul Wahab, *Gharar in Modern Transactions*, (Jakarta: Rumah Publishing, 2018) P. 50.

Because it is not clear which clothes the *buyer*. It may or may not be what he wants. Another example that often occurs is the transfer of property between husband and wife. When the husband buys a new car, he says to his wife, "This is the new car you can use." This sentence contains 'rubber article'. It is not clear what is meant or only lend or donate. The impact is that when the husband dies, the heirs will determine whether the car still has a husband, because its status is only on loan so that it is divided as inheritance, or it has become the property of the wife so that it is not divided by inheritance. This is the essence of the *gharar* that occurs, because the contract is not clear and causes potential disputes in the future.

### **Mystery Box And Its Impact On Society (Islamic Law Review)**

Mystery *box* sales and purchases are buying and selling goods or objects in the form of secret boxes whose contents are not known. *Mystery box* is a form of buying and selling that is currently booming in Indonesia, especially in *e-commerce* shopee. *Mystery box* is in the form of a secret box whose contents are unknown to the *customer*, *seller* only provides product descriptions and sends goods randomly with the terms and conditions set by the *seller*. The price of the *mystery box item* has been determined by *seller* in accordance with the product description, for example Angela Beauty provides an explanation in the product description column, namely if the *customer* buys it has agreed to the sale and purchase even though the results do not match the price of the item purchased. Initially *the mystery box* was only in the form of content on youtube so many people were affected to buy *the mystery box*. People in Indonesia do not know the impact that will be caused if they buy *a mystery box*.

General Chairperson of the MUI Sulsel Prof DR AGH Najamuddin H Abd Safa MA revealed that if the sale and purchase transaction does not contain elements of fraud and loss, the sale and purchase is legal, so that to conduct *mystery box* people should avoid buying and selling that contains speculation and *gharar* (fraud) and unclear goods, and the *seller* in the marketplace should not provide space for buying and selling transactions. *mystery box* occurs in *seller* online marketplace. Items ordered by the *buyer* are sent randomly and mysteriously. In this transaction, the *buyer* may not complain about the goods that are not in accordance with the price paid.

Rights *customer* in *e-commerce*, which cannot be separated from consumer protection. Several problems related to the interests of consumers, namely obstacles or obstacles faced such as the incompatibility of the product drawn or product description with the product that has arrived in the hands of the *customer*. This will be the impact of loss for the *customer*.

The variety of buying and selling at *e-commerce* makes prospective *customers* curious about buying and selling that is popular among the public. Most *customers* buy *mystery boxes* out of curiosity and follow trends through social media and TV stations. One of *customers* the Angela Beauty shop. Angela Beauty's shop is Asmianti's trusted subscription store, so Asmianti dares to buy a *mystery box* even though the contents are not known at all.

The mystery that Asmianti knows is just a mystery box that will give a *surprise* because it follows one of the channels on TV that buys a *mystery box* and the contents are profitable. In addition, the mystery box also made Asmianti curious about the contents in the box, so Asmianti idly bought the box. After buying *the mystery box*, Asmianti did not

understand what the *mystery box* was because it was just for fun when buying. Based on the stars or ratings given on the product comments

Asmianti gave 5 stars because she was satisfied with what she got because Asmianti only bought 1 *mystery box* for Rp. 5,000 so she had no losses. Asmianti felt that there was neither too much profit nor loss because it was in accordance with the purchases that had been made. After buying the *mystery box*, Asmianti feels that buying and selling *mystery boxes* can actually harm *customer* if they buy *the mystery box* too many reasons. Asmianti says this is because the purchase of the *Mystery Box* contains inconsistent and different contents for each *customer* so that the impact of the *mystery box* can be detrimental to *customer* because the value can be goods purchased do not match the payment or purchase value. Before buying *the mystery box*, Asmianti did not know at all the law of buying *the mystery box*, both Islamic law and positive law. Asmianti never thought about whether selling and buying *mystery boxes* was allowed or not because Asmianti only followed the trends seen on tv stations. Asmianti has never heard of the law of buying and selling *mystery boxes* on social media or TV. Asmianti admitted that she did not want to buy a *mystery box* because she already knew that *mystery box* was an unclear form of buying and selling because it was like buying a cat in a sack.<sup>11</sup>

Consumer trust is one of the things that benefit the *seller*. Asmianti, who has become a customer of the store, dared to buy *the mystery box* because she already trusted Angela Beauty so Angela Beauty sent goods that were worth the consumer's purchase price, this became a benchmark *customers* to buy *mystery boxes* from Angela Beauty because Asmianti gave a 5 star rating The impact of buying and selling *mystery boxes* for the community is quite detrimental because the lure is without a "zonk" and not all *customers* get goods that match the purchase price. Purchasing a *mystery box* includes buying and selling *gharar* because the sale and purchase is an uncertain sale and purchase, so it is not real in terms of form or boundaries. This includes buying and selling vanity. Because in it there is uncertainty so that there is ignorance for consumers.

One of *customers* who gave one star for getting a used bear milk bottle after buying a *mystery box*. Nabila Humairah said that the purchase of *the mystery box* was initially because it had a good rating of 4 stars. In addition to the store's rating, Nabila also followed the tiktok trend. Nabila didn't hesitate at first because the shop had been a long-time customer. Nabila did not know what the *mystery box* before buying *the mystery box*. Nabila gave a bad assessment of the *mystery box* that had been purchased through *seller*, initially Nabila bought *the mystery box* because she saw the *seller's* had a good rating so Nabila dared to buy *the mystery box* and it turned out that Nabila only got used milk cans that were neatly wrapped. At first, Nabila hoped that the price for the goods she received would be much higher than the purchase price.

Nabila feels disadvantaged because she bought more than 1 *mystery box*. Nabila said that buying a *mystery box* could harm *customer* because the selling price was not comparable to the price of the goods purchased. After buying *the mystery box*, Nabila felt a bad impact because the sale and purchase could harm other people on the grounds that the selling price of the goods did not match the value of the goods, the same as buying a cat in a sack because the shape of the item purchased was unknown. Before buying *the mystery box*, Nabila never heard of the law related to the *mystery box*, Nabila also never thought about

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<sup>11</sup> Interview with Asmianti Costumer Angela Beauty Makassar on September 3, 2022

the impact of buying and selling *mystery boxes* for potential *customers*. Nabila never thought about the law of buying and selling *mystery boxes* because many have made *mystery box* on social media. After the interview took place, Nabila had understood the purpose of buying and selling *mystery boxes*, because it was forbidden to have an impact on the community.<sup>12</sup>

Based on Islamic law, the sale and purchase of a *mystery box* is a sale and purchase that contains *gharar* (unclearness) because the sale and purchase does not explain the shape, type, and color of the goods being traded. *Mystery box* also includes *mayisiir* (chance) because only *seller* knows the form of the goods sent to the *customer* and *seller* who sends the goods is free to determine the type of goods to be given to the *customer*. From the results of the study, it has been explained that one of *customers* got a used milk can from *seller*, this includes *maysiir* and *gharar* because the goods received are not clear and chancy.

## CONCLUSION

From the discussion above, the following conclusions can be drawn

- a. *Mystery box* is a sale and purchase of unknown shape, color, and type of goods in the box, the sale and purchase of the secret form is only known by *seller* while the *customer* will know the shape of the goods after the goods are received.
- b. Based on research on the impact of buying and selling *mystery box e-commerce* shopee in the city of Makassar concluded that the sale and purchase *mystery boxes* has a bad impact on the *customer* or the community because the sale and purchase only harms the *customer* and only benefits the *seller*. *Customers* who feel aggrieved after buying a *mystery box* cannot be compensated by the *seller* because consumers who have purchased a *mystery box* have agreed to what is received in the box. *Angela Beauty's* customers initially only followed creators on social media so they were influenced to buy *mystery boxes*, besides that *customers mystery box* does not understand the law contained in the sale and purchase of *mystery boxes*. And *costumer* of the *Angela Beauty Store* feels aggrieved because the goods received are not in accordance with the price of the goods purchased. Quick impact
- c. Based on Islamic law, the sale and purchase of a *mystery box* is a sale and purchase that contains *gharar* (unclearness) because the sale and purchase does not explain the shape, type, and color of the goods being traded. *Mystery box* also includes *mayisiir* (chance) because only *seller* knows the form of the goods sent to the *customer* and *seller* who sends the goods is free to determine the type of goods to be given to the *customer*. From the results of the study, it has been explained that one of *customers* got a used milk can from *seller*, this includes *maysiir* and *gharar* because the goods received are not clear and chancy.

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<sup>12</sup> Interview with Nabila Humairah costumer mystery box on September 5, 2022



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