



Endorsement in *Muamalah*: Endorser criteria in supporting digital economy in sharia perspective

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Abstract

Muamalah or sharia-based economic activities also need to use endorser services, because endorsements do not only affect the economic sector but have also penetrated the political sector, meaning endorsements are very urgent in *muamalah*. The problem formulation for this study is; What are the criteria for endorsers in endorsements in *muamalah*? This study aims to formulate requirements for endorsers so that *gharor* or fraud does not occur in digital *muamalah*. This study uses a qualitative normative method, which focuses on studying the requirements needed for endorsers to support digital *muamalah* within the endorsement framework. The results of this study are that the criteria for endorsers in *muamalah* require figures who have honesty, intelligence, ethics, commitment, sufficient Islamic insight so that what is advertised does not cause fraud, falsehood, or loss, there are no elements of usury and elements of gambling. The endorser must carefully understand that the advertised object is not prohibited by Islamic law, is legal, and is not in dispute, because consumers have the right to receive correct, clear, and honest information from the endorser.

Keywords: Endorser, endorsement, *muamalah*, islamic law

Introduction

Muamalah or economic activity requires trust, meaning that integrity is the basis for economic actors in doing *muamalah*, meaning that consumers need honest, correct and clear information about the guarantee conditions for the goods they need. Apart from this, consumers also need security, comfort and safety for the goods they consume. Economic activities require Endorsers as people who advertise, namely people who introduce or inform consumers. Therefore, advertisers or endorsers need figures who are widely known by the public as consumers of a product. In particular, *muamalah* activities in Islam require endorsers with high integrity, to maintain their obedience to *Allah Sub-hanahu wata'ala*, because *muamalah* is now carried out virtually or digitally.

Digital technology is a necessity that is increasingly developing in all aspects of human life, very influential on *muamalah* fiqh, so that the *muamalah* movement also develops following changes in time and era, these changes occur in the fields of sharia finance, sharia banking, sharia insurance, sharia capital markets, sharia sukuk, even cash waqf, which is done online, developing to Muslim fashion, Islamic tourism or sharia tourism, all of which are included in the field of *muamalah* fiqh, especially those related to contracts, the principles and principles must be in accordance with sharia.

The rapidly developing digital economy helps simplify daily economic activities, meaning that economic needs can be helped by virtual digital systems. The economy is closely related to advertising, because advertising really determines the smooth running of economic activities or *muamalah*, especially the digital economy, advertising needs to be assisted by Endorsers as a catalyst in encouraging the smooth process of economic and *muamalah* activities.

Regarding advertising, Gilson and Berkman argue that; Advertising is a persuasive communication medium designed to produce a response and help achieve marketing objectives or objectives (Gilson & Berkman, 1997) ^[7].

Advertisements have several objectives including: (Kotler & Keller, 2009) ^[10]

1. Informative advertising, which is intended to create awareness and knowledge about new products or new features of existing products.
2. Persuasive advertising, namely advertising that is intended to create likes, preferences, beliefs and buyers of a product or service.
3. Reminder advertising, intended to stimulate the purchase of products and services again.
4. Reinforcement advertising, intended to convince current buyers that they have made the right choice.

Digital marketing cannot be separated from marketing strategies that need to be carried out digitally. Online business people promote their products through endorsement services. Nowadays, social media is important for modern humans. Humans use social media to communicate with others, connect with relatives who are far away, share information, express themselves, and so on. These things make social media inseparable from its users. With the rapid development of social media, inevitably the regulations governing interactions between endorsers and their followers who are potential consumers of the recommended products must move quickly to keep up with developments in social media. It would also be good for Indonesia to immediately regulate endorser obligations in more detail by referring to existing regulations in other countries (Mubarikah, 2021, p. 413) ^[14].

Endorsements are a form of advertising using figures or figures such as celebrities or famous people. Endorsers in endorsements are usually people who have gained trust on social media, so endorsements are a digital or online marketing strategy (Michele, 2018; Wreta, 2022) ^[13, 20]. According to the definition from the Cambridge Dictionary, endorsement is defined as the act of giving a public statement of approval or support for something. In a marketing context, endorsement refers to the use of public

figures, celebrities, or influencers who have strong influence in the eyes of the public to promote certain products or services (Mahendra, 2023) ^[12]. Endorsements are effective in encouraging *muamalah*, especially in product sales. For example, an online shop uses endorsements to promote the products it sells. The digital economy on the internet is progressing very rapidly, Endorsement plays a very important role as modern advertising, and the Muslim community is one of the goals of product marketing (Sjahputra, 2010) ^[18], and a Muslim is also an economic business actor, so that all economic activities can be said to be *muamalah* activities. If we look closely at current human activities, actually endorsements are not only related to economic activities, endorsements have entered the political realm as well, but this study is still focused on social economics or *al-iqtishodiyah*.

Muamalah activities are activities to meet economic needs between people which are part of social interactions, which are guided by Islamic law. It needs to be stated that, Islamic sharia provides legal limits in carrying out economic activities between humans, *muamalah* fiqh regulates the rights and obligations of parties who fulfill economic needs (*iqtishodiyah*). *Muamalah* fiqh is a guideline prepared based on Islamic law contained in the holy books Al-Qur'an and Al-Hadith.

The author needs to point out that in digital *muamalah* you need to be careful and understanding, because there are risks arising from the implementation of endorsements, namely the possibility of default, fraud, as well as the existence of advertised content containing illegal goods. Paying attention to the role of endorsers who can influence the public who use the products offered in the world of endorsements, endorsers in *muamalah* need to fulfill basic knowledge in Islam, such as understanding Islamic values as a basis for making endorsement contracts or agreements, understanding the forms of contracts that will be carried out. Endorsers must be careful to anticipate the occurrence of default, fraud or *gharar*, falsehood and so on which are prohibited by Islamic law. Based on the description in this background, the criteria for endorsers in digital *muamalah* endorsements will be studied.

Method

This research uses a qualitative normative research method, which focuses on studying the requirements needed for endorsers to support digital *muamalah* within the endorsement framework. This research aims to formulate requirements for endorsers, so that *gharor* or fraud does not occur in digital *muamalah*. The data needed in this writing is secondary legal material obtained from library materials, namely legal materials in the form of library documents, including literature books, journals, dictionaries and encyclopedias, which are relevant to the problem of this writing. The legal material is analyzed using deductive and inductive thinking to draw conclusions as an answer to the problem formulation.

Result and Discussion

Endorser position in endorsement

According to Terence a Shimp, an endorser is an advertising supporter or what is often referred to as an advertising star who supports the advertised product (Shimp, 2003, p. 455) ^[17]. In Cambridge Dictionary, endorsement is interpreted: the act of saying that you approve of or support something

or someone; and - the fact of a famous person appearing in an advertisement saying that they use and like a product (Cambridge University, n.d.) and also endorser means someone, especially a well-known person, who appears in an advertisement saying that they use and like a particular product. This limitation differs from the endorser's concept of what is meant an endorser is a person who is authorized to sign a negotiable security in order to transfer ownership from one party to another or to approve the terms and conditions of a contract (Kenton, 2022) ^[9]. Endorsements or recommendations via social media as a form of word of mouth marketing have not been specifically regulated in Indonesian laws and regulations, the Federal Trade Commission Act Guides divide endorsement arrangements into endorsements by consumers, experts and organizations (Mubarikah, 2021, p. 1) ^[14].

The endorser is usually a famous person or celebrity, then called a celebrity endorser. The definition of a celebrity endorser is an advertisement that uses a figure who is well known in society (public figure) to support an advertisement. There are two types of Endorsers, namely (Shimp, 2003) ^[17]:

1. Typical-Person Endorser, namely an ordinary person who is not well-known to advertise a product.
2. Celebrity Endorser, namely a famous person (Public Figure) who is used to support advertising.

According to Kotler and Keller, that; Celebrity endorser is the use of sources as attractive and popular figures in an advertisement. The use of celebrity endorsers is part of a creative idea to convey a message, so that the message conveyed can get more effective attention because it is easy to remember (Kotler & Keller, 2009, p. 519) ^[10].

Celebrity Endorsers have positive or significant benefits and functions because they have popularity, talent, charisma and credibility. Of these four elements, credibility is the most important element for consumers. High credibility describes consumers' perceptions of the celebrity's expertise and knowledge regarding the advertised product and the celebrity's confidence regarding the product (Anas & Sudarwanto, 2020, p. 1) ^[3]. Because marketing and advertising are two things that cannot be separated to convey an effective message. In presenting service products through advertising, companies often use celebrities as advertising stars. This effort, known as celebrity endorsement, is considered effective in introducing products/services/brands to the public which is expected to increase consumer purchasing intentions and lead to actual purchases. Celebrity endorsers act as people who talk about products, which will influence attitudes and behavior (Lanongbuka, 2018) ^[11].

The higher the brand image of a product in the eyes of the public, the higher the public's tendency to make purchasing decisions, such as research from Musay which shows that brand image has a significant influence on purchasing decisions and research from Oladepo & Abimbola which shows that brand image influences purchasing decisions, This is different from research from Parengkuan, which shows that brand image does not significantly influence purchasing decisions. (Pratiwiningsih, 2018) ^[16]

The development of *muamalah* in digital economic activities

Islamic law is law that originates from and is part of the Islamic religion (Ali, 1991, p. 15) ^[2]. The simple definition of law is norms or a whole set of norms that serve as guidelines and are binding on every human being in behaving and behaving in life in society. The definition of Islamic law is norms that are based on Islamic sharia, namely the Al-Qur'an and Al-Hadith. Islamic law has several terms, often called Religious Law, Muslim Law, Islamic Jurisprudence, Islamic Law, *Minhaaj* (a Program for Action) and *Fiqh* (Islamic Jurisprudence). Some also call it *Qonun* or statutory regulations.

Islamic law has special specifications that are different from other legal systems, the specifications include that; Islamic law is part of Islamic sharia, Islamic law is closely related to commitment to faith, *aqidah* and morals. Therefore, the terminology of *fiqh* or Islamic law is the result of human understanding of the Shari'a. One of the results of human thinking about Islamic law is the field of *muamalah* law. The author needs to point out that Islamic law has several objectives, namely

1. *Hifdzud-din* (protecting religion)
2. *Hifdzun-nafsi* (protecting the soul)
3. *Hifdzul'aqli* (protecting reason)
4. *Hifdzul maal* (protecting wealth), and
5. *Hifdzun-nasli* (guarding offspring).

In the following explanation, the author needs to state several principles or principles of Islamic law as general guidelines in the implementation of Islamic law in society. The principles of Islamic law include

Principles of Justice

The principle of fairness and justice is important because indications of justice are often mentioned in the holy Qur'an.

Legal certainty

The principle of legal certainty in Islamic law is very clear, stated in the Al-Qur'an since the sixth century AD, because the Al-Quran was revealed towards that century. The principle of legal certainty in Islamic law is stated at the end of verse 17 of Al-Isro verse (15) which means more or less, "Allah will not torture (punish) someone until Allah sends a Messenger".

The Word of Allah is positioned as a principle of legality or legal certainty in Islamic law, because before there are norms conveyed by the Apostle, a person will not be punished, or not subject to sanctions, or not be punished or not subjected to torture.

Principle of Benefit

Islamic law, which is part of Islamic law, of course in reality brings benefits or usefulness, namely being useful in providing guidance in structuring human life.

The author needs to state the sources of Islamic law, especially in the field of *muamalah*, namely; (1) Al-Qur'an, (2) Al-Hadith, (3) Al-Ijma' and (4) Al-Qiyas.

The Qur'an is a book of guidance for human life. The first source of Islamic law is the Al-Qur'an or the text of the *Qur'an*. In the Al-Qur'an, most of the norms are still general, although some are detailed. Therefore, when implementing it in practical life, it is necessary to understand the law, which is often called *fiqh* or jurisprudence law or applied law or law that is intended in

real life. Al-Hadith, is anything that originates from the Messenger, in the form of words, actions, attitudes and characteristics (*maa udziifa ilan-Nabiyyi shallallahu 'alayhi wasallama qawlan, fi'lan, taqriran, or shifatan*).

It needs to be further elaborated that Al-Hadith is the Prophet's Sunnah rewritten, Hadith has a function in understanding (especially law) in the Al-Qur'an. Legal interpretation of hadiths may only be carried out by people who are truly experts in the field of law and have interdisciplinary knowledge in the field of the Qur'an. The Al-Quran and Hadith cannot be separated, but complement each other, both serve as a guideline for norms for society. If you cannot find the norms in the Al-Quran, you will look for the norms in Al-Hadith.

Ijma' is a joint decision or joint agreement between legal scholars or jurisprudence scholars in establishing a law based on the Al-Qur'an and Hadith, regarding legal cases that occur. Therefore, *ijma* is a joint decision made by the ulama by means of *ijtihad*, the result of which can be in the form of a *fatwa*.

Qiyas is the establishment of norms for an act or legal event for which there were no provisions at the time it occurred, either in the Al-Qur'an or Al-Hadith, then the legal event is based on existing provisions. In general, this *qiyas* is divided into three; (1) *qiyas illat*, both in the form of *qiyas jali* and *qiyas khafi*. (2) *qiyas dalalah*, and (3) *qiyas shabah*. *Ijma'* and *Qiyas* can use the *Ijtihad* method, including; Benefits of *Murlah*, *Istihsan*, *Istishab* and *Saddudz-dzari'ah*. Trading activities via internet media are popularly called electronic commerce (e-commerce) or also known as electronic transactions (Wibowo *et al.*, 1999) ^[19]. Article 1 paragraph (2) Law Number 11 of 2008 concerning Electronic Information and Transactions which has been amended into Law Number 19 of 2016 concerning Amendments to Law Number 11 of 2008. Electronic transactions are legal acts carried out using a computer, computer networks, and/or other electronic media. Electronic transactions are business activities involving consumers, manufacturers, service providers and traders using computer networks, namely the internet. Electronic transactions are one implementation of online business (Bahri *et al.*, 2019) ^[4]. Talking about online business cannot be separated from transactions, such as buying and selling via the internet, electronic transactions are buying, selling, marketing and servicing activities for products and services offered via computer networks (Mustofa, 2012, p. 159) ^[15]. The electronic transaction process is a transaction carried out by someone against another person using the internet in unlimited time, anytime, anywhere and is done in a way that does not require face to face between the parties, they only rely on the sense of trust between the parties. However, this activity remains legal if each party has agreed without the need for a meeting (Afrianti Handayani *et al.*, 2023) ^[1].

Criteria for endorsers in digital *muamalah* endorsements

Muamalah is part of Islamic law in the economic field, such as buying and selling contracts, exchanging goods, renting, wages, business capital and banking. Regarding digitalization, *Muamalah* fiqh provides guidelines on procedures for carrying out transactions electronically, namely guided by the principles of Islamic law, such as the principles of justice and equality, the principle of no fraud, no usury. This principle is to maintain the sustainability of fulfilling the economic needs of human life.

E-commerce is an integral part of economic activities based on digital utilization, so *muamalah* fiqh must prepare digital *muamalah* principles. The principles of Islamic economics or *muamalah* are transparency, honesty and fairness in every transaction or contract. In the context of e-commerce, it will relate to aspects of accurate product descriptions, fair returns policies and consumer protection. *Muamalah* Fiqh must provide *akhlaqiy* business guidelines or ethical guidelines for digital or online business people, ethical guidelines (*akhlaqiy*) to ensure that every contract or transaction is carried out in good faith and follows Islamic moral standards without *gharar* and usury. The Islamic morals above also apply to the use of endorsers in endorsements.

Endorsement is a marketing strategy using famous figures such as public figures, such as celebrities or influencers, YouTubers, and other famous actors who function as supporters and supporters who are promoted or advertised through their social media such as Instagram, so that people have interest and desire to own goods. that is promoted and of course must be in accordance with methods and processes that are in accordance with Islamic law. Cooperation agreements or agreements in endorsements are permitted under Islamic law, if the object being advertised is not something that is forbidden in Islamic law and the endorsement activity does not cause fraud or loss for both parties and the public is not harmed.

In principle, endorsements are permitted in accordance with the *fihiyyah qaidah*, *Al-ash-lu fil asy-yaail-ibaahati hat-taa yadulla dalii-lil ikhrami* (basically everything is permitted, until a law is found that prohibits it). Then, in the endorsement agreement there is no coercion, meaning that both parties entering into the agreement are willing and willing (*'an-taraadhin min-kum*), this willingness or willingness is a categorization of the form of sincerity on the part of both parties, so that there is no compulsion in advertising or promoting, and informing that this product has no elements of fraud (*gharar*) or crime, the object of this endorsement is not an illegal item, meaning that the object is not in dispute both philosophically and normatively, so this is permissible in Islamic norms.

There are several characteristics of endorsements that are permitted in *muamalah*, namely

1. The object being promoted must be something that is halal, meaning that the product being endorsed is a product that is halal and legal and is not under dispute.
2. Endorsement content is appropriate to the original product, endorsers as public figures must be honest in conveying product information.
3. Endorsers must be ethical in carrying out promotions, because morals and manners precede legal norms. Therefore, the content of the advertisement must not contain immorality and go against legal norms.

Therefore, it is necessary to be guided by the Fatwa of the Indonesian Ulama Council No. 24 of 2017 concerning Laws and Guidelines for *Muamalah* through Social Media, among other things, carrying out *muamalah* in real terms or using social media, must be based on *aqidah* and ethics (*mu'asyarah bil ma'ruf*), (*ukhuwwah*), spreading goodness (*al-amr bi al-ma'ruf*) and preventing evil (*al-nahyu 'an al-munkar*). Therefore, producing and spreading false information to the public is strictly prohibited.

Next, the author explains the contract for rent and wages or better known as *Ijarah*. According to fiqh experts, the terminology of *Ijarah* has the meaning, harmony and terms of *Ijarah*, namely; The definition of *Ijarah* or *Al-Ijarah* is a contract or transaction of benefits or services with certain compensation. if the object of the transaction is an object called *Ijarah al'Ain*, such as a house rental agreement. If the transaction object for the benefits of someone's labor is called *Ijarah ad-Dzimah* or wages, such as an endorsement (Ghazaly *et al.*, 2015, p. 277) ^[6]. Regarding *ijarah* itself, there are 4 pillars, including: two people in agreement; *sighat* (*Ijab* and *Qabul*); rent or reward; and Benefit (Ghazaly *et al.*, 2015, p. 278) ^[6].

The conditions for *al-Ijarah* include (Haroen, 2000, pp. 232–235) ^[8]

- a. Conditions related to two people entering into a contract,
- b. Both parties to the agreement express their willingness to carry out the *al-Ijarah* agreement,
- c. The benefits of the object of *al-Ijarah* must be known, so that there are no disputes,
- d. The *al-Ijarah* object can be handed over and can be used directly and has no defects,
- e. The object of *al-Ijarah* is something that is halal according to *syara'*,
- f. What is rented is not an obligation for the tenant,
- g. The object of *al-Ijarah* is something that is usually rented out,
- h. Wages or rent in *al-Ijarah* must be clear, certain, and something that has economic value.

Paying attention to the description above, the endorsement agreement is included in the form of an *Ijarah* contract, the terms of the endorsement agreement can be justified if the service recipient (*musta'jir*) and the service provider (*mu'jir*), namely *sighat* (*Ijab* and *Qabul*), rent or compensation, and benefits. Because in the Fatwa of the National Sharia Council of the Indonesian Ulama Council No: 112/DSN-MUI/IX/2017 concerning the *Ijarah* Agreement in point 3 (third) states that

1. The *Ijarah* contract must be stated firmly and clearly and understood by the *Mu'jir* or *Ajir* and *Musta'jir*.
2. The *Ijarah* contract can be done verbally, in writing, by gesture, and by deed/action, and can also be done electronically in accordance with sharia and applicable laws and regulations.

The object of endorsement can, among other things, be understood in the Fatwa of the National Sharia Council-Indonesian Ulama Council No: 112/DSN-MUI/IX/2017 concerning the *Ijarah* Agreement, in Number 8 states that:

1. *Ujrah* may be in the form of money, goods, services or goods that may be used according to sharia (*mutaqawwam*) and applicable laws and regulations.
2. The quantity and/or quality of *ujrah* must be clear, either in the form of a nominal figure, a certain percentage, or a formula agreed upon and known by the parties entering into the contract.
3. *Ujrah* may be paid in cash, gradually/installments, and deferred based on an agreement in accordance with sharia and/or applicable laws and regulations
4. The agreed *Ujrah* may be reviewed for benefits that have not been received by *Musta'jir* according to the agreement

What's interesting about the endorsement contract lies in the remuneration for those who use the product only, so basically the law applies what is permissible or permissible. In principle, wages (*ujrah*) can be in the form of goods, services, goods that may be used according to sharia and may also be in the form of money depending on the agreement of both parties.

Thus, it can be understood that, in principle, the validity of the contract in endorsement is the same as *Ijarah al-'Amal*, namely paying someone to perform a service, the business actor as mu'jir and the endorser as *musta'jir*, in endorsement cooperation, thus the endorsement does not conflict with Islamic law, as long as the object of endorsement is halal and legal goods, does not spread pornography, immorality, and contains anything that is expressly prohibited in the Al-Qur'an and Al-Hadith.

Endorsers are an important part of marketing that can increase consumers because consumers trust the figure or figure of the endorser, so the endorser needs special conditions, so that consumers do not feel disadvantaged or even deceived in using the products offered by the endorser. One of the principles in *muamalah* that is permitted is the absence of elements of horror or deception in *muamalah*. Business actors who use endorser services usually choose endorsers who have a large number of followers and have evidence of feedback in the endorsement sector. This indication is a general requirement as an endorser in the endorsement sector. Then special requirements for endorsers in *muamalah* require honesty or integrity, so that consumers are not deceived in using the products offered by endorsers, because there are many figures who are used as endorsers in the world of endorsements.

The endorsement contract or agreement includes the *Ijarah al-'Amal* contract model, where the business actor employs someone to do a job. Because endorsers are workers in the endorsement sector, the worker is a celebrity who is famous as an endorser, who advertises or promotes a product.

Guided by the Fatwa of the National Sharia Council of the Indonesian Ulama Council No: 112/DSN-MUI/IX/2017 concerning the *Ijarah* Agreement. So the *Ijarah* contract can be done verbally, in writing, by gesture, and by deed or action, and can be done electronically in accordance with sharia and applicable laws and regulations, such as consumer protection regulations, namely Law Number: 8 of 1999 on Consumer Protection.

In general, the endorsement requirements can be understood in Law Number: 8 of 1999 on Consumer Protection. Article 4 point (C) regulates consumer rights, one of which is to obtain correct, clear and honest information regarding the condition and guarantee of goods and/or services. Apart from that, in point (A), consumers also have the right to comfort, security and safety in consuming goods and/or services.

Thus, it can be formulated that the requirements for an endorser in advertising sharia economic activities or *muamalah* are that the endorser must have high integrity, in providing information about goods or products and services correctly, clearly and honestly regarding the condition and guarantee of the goods or services. because consumers have the right to obtain comfort, security and safety in consuming goods or services.

Conclusion

Based on the results of the analysis and description starting from the background to the discussion, the conclusion or conclusion of this article can be put forward, namely, the criteria for an endorser in *muamalah* according to Islamic law is a figure who must have honesty, intelligence, ethics and high commitment, and have strong Islamic insight. enough, so that you can make a decision that what is advertised does not cause fraud, falsehood, loss, usury and elements of gambling. Endorsers must carefully understand that, the advertised object is not something that is prohibited in Islam, the advertised object must be legal and not in dispute, because consumers have the right to get correct, clear and honest information from the endorser. Consumers must always be careful in digital *muamalah*, because the virtual world still contains the potential for fraud and fraud and falsehood.

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